UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
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In re:Case No.Chapter:Debtor(s) 19-10412

(Ditech Holding Corporation, et al).
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OBJECTION TO NOTICE OF MOTION

To the Hon. James L. Garrity, Jr., Bankruptcy Judge;

I, Justin Gourley, consumer creditor in the above-captioned bankruptcy proceeding, along with my spouse, Shawn Gourley, respectfully Object to the Motion filed by the Consumer Claim Trustee's Forty-Eighth Omnibus Objection to Proofs of Claim for the following relief, to allow claims in the amounts listed on Exhibit A and classify claims as Class 6 Consumer Creditor Claims that are not 363(o) claims,.

In support of this objection, I hereby allege the following facts as follows:

On June 3, 2003, Justin and Shawn Gourley obtained a mortgage with Countrywide in the amount of $69,600. Since 2003, the mortgage has been transferred from Countrywide to Bank of America in 2009. Bank of America transferred the loan to GreenTree in 2013. In 2015 Ditech f/k/a GreenTree. In 2019, Ditech transferred the loan to NewRez. Finally NewRez transferred the loan to Shellpoint whom is the current servicer.

There have been 2 Chapter 13 Bankruptcy's filed by Justin and Shawn Gourley. The first Chapter 13 Bankruptcty was filed in 2012, case 12-70447 BHL, when Bank of America moved forward with a Foreclosure proceeding. The bankruptcy was dismissed 55 months into the plan and closed in October 2016. The second Chapter 13 was filed in November 2018, case 18-71287-AKM-13.

1. From 2013 - 2018 Ditech f/k/a GreenTree never notified us of any escrow shortage which they are required to notify us atleast once yearly of any surplus or shortage in our escrow account pursuant to 12 U.S.C § 2609(b) of RESPA. While our bankruptcy was discharged, Ditech still should have waived the unnoticed escrow in 2016 as they waived their right to collect.
2. Ditech failed to comply with Fed. R. Bank. P. 3002.1(b) when it failed to file timely and/or accurate payment change notices concerning one or more changes to the monthly escrow payment. Nor did Ditech f/k/a GreenTree ever run an annual escrow analysis from 2013 - June 2018.
3. Ditech missapplied our monthly bankruptcy payments made by the trustee. $173.06 should have gone into escrow, however, by Ditechs own records they only put $154.34 into escrow each month.
4. Ditech, since merging with GreenTree in 2015, have made numerous accounting errors on our mortgage Beginning with the starting balance owed on escrow when Ditech transfered thee mortgage account over to their system from GreenTree..
5. Ditech submitted inaccurate information on the proof of claim filed on Feburary 4, 2019 in our bankruptcy case 18-71287-AKM-13. Late fees were disguised as an escrow disbursement in June 2018. We had to go back to the foreclosure filing to finally figure out what they were for.
6. On the proof of claim field by Ditech, they state we owe $3509.66 in prepetition fee's, $980.31 in escrow shortage, and $16,986.58 in escrow deficiency. The break down of prepetition fee's listed on the proof of claim filed by DItech the totals are:
    1. $2,325 for attorney and foreclosing fee's.
    2. $414.00 for sheriff fees.
    3. $326.36 in publication fees.
    4. $114.30 for late fees.

5. $330 inspection fees.

6. However, Shellpoint sent us a payoff statement with fee's due of $5,147.64. In the breakdown of fee's due, the payoff statement showed only $225.00 owed in property inspection fee's and $819.28 in escrow shortage which do not match what Ditech stated in the proof of claim. I also found $1,038 in fees Shellpoint has which are not in the current bankruptcy's proof of claim or do not match what DItech stated in the proof of claim. The $1,038 comes from $550 Foreclosure fees, $325 in Publication Fees (Shellpoint has $651.36), $153.00 Appraisal Fee and $10.00 from Sheriff fees (Shellpoint has $424.00). The Appraisal fee of $153.00 and the $550.00 Proof of claim form fee's are not in the bankruptcy proof of claim at all. The $325 in publication fees and $10.00 in sheriff fee's are not listed in the proof of claim form but they are addressed in attachments filed by Ditech with the proof of claim. On page 34 in the proof of claim filing, the last line is a $10.00 sheriff fee which states is nonrecoverable.Then on page 37 of the same filing, the last item on this page is a publication fee for $325.00. However, it states in red "Exceeds Life of Loan Tatal Allowable" Shellpoint states the fees came from Ditech when our loan was transfered to them. Shellpoint also stated they have not added any fees, they are just going by what Ditech gave them and have applied payments to those fees. While Ditech did not include these fees in the proof of claim, it does not appear the information was removed from the fees owed prior to transferring the account to Shellpoint.

The escrow deficiency of $16,986.58 was caused by an overstatement by Ditech in what was owed in taxes and insurance as well as not properly accounting for what was paid into escrow.

1. On the forclosure filling Affidavit of Debt made by Amanda Jones of Ditech on August 3, 2018, Mrs. Jones stated that taxes due from 2009 - July 31, 2018 were $11,020.28, Insurance due to the same date were $16,466.67.
2. However, when you add together taxes and insurance actually owed, the amount is completely different. Taxes due is

   $361.52 for 2009

   $349.34 for 2010

   $385.46 for 2011

   $408.12 for 2012

   $1727.38 for 2013

   $1577.72 for 2014

   $1720.44 for 2015

   $1745.76 for 2016

   $1776.62 for 2017

   $1987.24 for 2018 ($993,62 Spring and $993.62 Fall)

   The total amount owed in taxes from 2009 - 2016 was and $11,857.67 for insurance.

   The total amount owed in taxes from 2009 - July 31, 2018 was $11,045.98 for taxes and insurance owed was only $15,771.67. Insurance due in 2017 was $1980.00 and July 2018 was $1934.00. So when you take $11,857.67 + $1980.00 + $1934.00 that equals $15,771.67 owed. Not the $16,466.67 Ditech states was owed on Hazard Insurance on the Aug. 3 2018 filling.

   In October 2018 Ditech paid $993.62 for taxes which brings the total amount due for taxes and insurance at the time of filing our bankruptcy case in November 2018 to $27,811.27 ($12039.60 taxes and $15,771.67 insurance).

3. Bank of America shows on the Foreclosure filling from Bank of America in 2012. Bank of America stated they advanced us: $48.20 for spring 2009 taxes (180.76 paid) which is where the escrow starting point of ($132.56) comes from. Then $155.06 for fall 2009 taxes ($180.76 paid) which is $25.70, and then $117 for Spring 2010 taxes ($174.67 paid) which is $57.67. Total credit of $215.93. $27,595.34.

In escrow credits, DItech only states in the Affidavit of Debt made by Amanda Jones that we have paid in $11,361.43 and had a starting balance of $132.56. We have no idea how payments were actually applied since GreenTree/Ditech did not run an account analysis in 2014, 2015, 2016 and 2017 which is a violation under 24 CFR § 3500.17. Nor did Ditech ever notify us or the trustee in our first bankruptcy case of any escrow shortages or advances made. However, Ditech did give us an itemized breakdown in the foreclosure filed in 2018. Since the accounting produces two different outcomes when figured up by using what the trustee actually paid in the first bankruptcy (#1) verses what Ditech's accounting shows (#2), we are including both ways of accounting in the Exhibts.

#1. When the payments made in our first bankruptcy are added together with payments made outside the bankruptcy the total amount paid into escrow is $13,097.50.The trustee in our bankruptcy case from 2012 - September of 2016 made 51 post-petition payments to GreenTree/Ditech 13 payments of $611.54 and 38 payments of $630.28. Our contractual monthly payment is $457.22 so with the 51 payments, $8582.70 should have went to escrow. We were 34 payments in default at the beginning of the first bankruptcy in 2012, our escrow payment at that time was $57.67. so I took $57.67 x 34 = $1960.78. At the end of 2016, Ditech reversed 3 of the trustee's payments and applied $1567.06 to escrow.

Our P&I contractual payment is $457.22 monthly, so it was easy to figure out that $8582.7 went to escrow. We were 34 payments in arrears in 2012 so I took $57.67 x 34 = $1960.78. Added together you get $10,543.48. Total for Taxes and Insurance owed $20,133.41.

Then I took $20,133.41- $10,543.48 = $9,589.93. There is a $25.07 difference paid in between the figures I got and what it states we are behind on the proof of claim as of 12/01/2016. So when you credit the $25.07 to the $10,543.48 that gives you $10,568.55 - $20,133.41 = -$9,564.86 exactly what it states on the proof of claim. However, that leaves out the $132.56 and $57.67 that should have been included as well giving us $10,758.78 paid into escrow. So on 12/1/2016 it should have been -9,374.63 that we were behind.

It's at this point I realize we have an issue because on 12/5/2016 on the proof of claim above Ditech reversed 3 of the trustee payments and put in an additional $2,030.07 into escrow. Which works out to be $10,758.78 - $463.68 = $10,295.10 + $2,030.07 = $12,325.17. That total is more than Ditech said we had in escrow credits on the Aug. 3 2018 filling. Not to mention the 5 payments we made after the bankruptcy that added another $771.70 to our escrow account. So in total we should have had $13,096.87 in escrow credits. $132.56 starting balance and $12964.31 paid in.

#2 Ditech_accounting and records show Ditech accounts for $8,755.06 in credits to escrow from 5/2013 until 11/2016. $10,322.11 if you go from 5/2013 until 12/2016.Yet if you add up escrow from 5/2013 until 12/2017 the total escrow credits show $11,093.81 which is the closest the foreclosure filing comes too. And then one last total if you add up Ditechs records from 5/2013 until 7/2018 the total escrow credits is $9,011.20.

We ask that the court deny the objection to our claim and allow a hearing on these matters to bring evidence relating to the escrow discrepancies, the late fees, the improper and incorrect filings, as well as address the waiver of escrow fees.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

| | | |
|---|---|---|
| IN RE: | ) | Chapter 13 |
| | ) | Bankruptcy No. 07-53192 PJS |
| | ) | HON. Phillip J. Shefferly |
| Lewis Johnson, | ) | |
| | ) | |
| | ) | |
| Debtor. | ) | |

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**BRIEF IN SUPPORT OF DEBTOR'S OBJECTION TO WASHINGTON MUTUAL BANK'S PROOF OF CLAIM**

**Now Comes** Debtor, Lewis Johnson, by and through his attorney, and hereby submits this Brief pursuant to request of this Honorable Court made during oral argument on February 19, 2008.

**FACTS**

Lewis Johnson is a retired auto worker supporting himself and his wife from his pension, which is his only source of income. Due to a back injury, Mr. Johnson's wife is currently unable to work, although it is hoped she will return to work in the near future. Mr. Johnson filed this Chapter 13 case on July 7, 2007; his reason for filing a Chapter 13 case was to stop foreclosure on his residence. Mr. Johnson is currently 100% paid into his Chapter 13 Plan (see Exhibit A).

Prior to filing this case. Mr. Johnson was in a previous Chapter 13. Case no. 03-70777; that case was filed on November 5, 2003. At the time that case was filed, Washington Mutual Bank (hereinafter "WMB") had an arrearage of $3,743 and an $886.64 monthly note being paid through Mr. Johnson's Chapter 13 Plan (see Exhibit B).

In April. 2007; Mr. Johnson allowed his case to be dismissed under the belief he would be able to refinance his house. Mr. Johnson's previous case lasted for 41 months, from November 5, 2003 through April 25, 2007 (see Exhibit C). During that time period,

the $3.743 arrearage that existed at the time Mr. Johnson filed his case was paid down to $495 (see Exhibit B). During the 41 months the case lasted (from filing to dismissal, not from Confirmation to dismissal) WMB received $33,430 on their monthly note, they should have received $36,352 during that time ($886.64 x 41=36,352). This creates an additional arrearage of $2,922 to be added to the remaining $495 arrearage. Mr. Johnson filed this Chapter 13 Petition in July, three months after his previous case was dismissed, creating another $2,660 of arrears to be added to $2,922 and $495; for a total of $6,077 which Debtor believes should be the arrearage in this case.

WMB's Proof of Claim alleges an arrearage at the time of filing of $20,214. The original Proof of Claim filed by WMB attached as supporting documentation a mortgage note for a Vincent and Lisa Paloino for a Rhode Island property (see Exhibit D). WMB has since Amended its claim to attach the mortgage and note for Mr. Johnson, however the numbers on the claim are exactly the same as they were when the claim was originally filed. The claim alleges Mr. Johnson owes the $20,214 as a result of 17 missed payments from March 1. 2006 through July 1, 2007 (see Exhibit E). In fact, the Trustee's records show WMB received $10,005 of payments through the Chapter 13 Plan during that time period (see Exhibit F).

At no time during the applicable relevant periods at issue in this case was Lewis Johnson ever informed by WMB of an escrow deficiency concerning his mortgage.

## ARGUMENT

### THE FAILURE OF WASHINGTON MUTUAL BANK TO NOTIFY LEWIS JOHNSON OF AN ESCROW DEFICIENCY NULLIFIES ITS ALLEGED ARREARAGE PURSUANT TO 12 U.S.C. §2609(b) OF THE REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)

12 U.S.C. §2609(b) requires a mortgage lender to inform its purchasers of escrow deficiencies. The statute states:

> If the terms of any federally related mortgage loan require the borrower to make payments to the servicer...of the loan for deposit into an escrow account for the purpose of assuring payment of taxes, insurance premiums, and other charges with respect to the property, the servicer shall notify the borrower not less than annually of any shortage of funds in the escrow account.

WMB argues the $20,214 arrearage calculated in the Proof of Claim is not the result of payments that were missed from March 1, 2006 through July 1, 2007 as the Claim states, but rather a result of the mortgage company advancing property taxes and insurance payments over a period of years.

Debtor relies on 12 U.S.C. §2609(b) and the District Court decisions in Chase Manhattan Mort. Corp. v. Padgett, 268 B.R. 309 (S.D.Fla. 2001); and Craig-Likely v. Wells Fargo Home Mortagage, 2007 U.S. Dist. LEXIS 29042 (E.D.Mich. 2007) which interpreted Section 2609 to bar the mortgage company from adding escrow advances onto a Debtor's arrearage where the mortgage company failed to comply with the statute and give the Debtor the required annual notice of an escrow shortage.

In Chase Manhattan Mort. Corp. v. Padgett, the District Court affirmed the decision of the Bankruptcy Court, "in holding that Chase waived its right to recover the advances pursuant to the mortgage and note by failing to notify the Padgetts of the tax and insurance increases and the need to increase their payments to cover the escrow deficiencies." (Id. at 312.) In Padgett the Debtors were paying the mortgage company directly on their monthly note, and curing an arrearage through a Chapter 13 Plan. The Debtors filed their case in 1994, but were not informed of an escrow increase by Chase until 1998. (Id. at 311.) In applying RESPA to the factual situation, the Court reasoned:

> Because the terms of the mortgage in question require the Padgetts to make payments to Chase for deposit in an escrow account to cover property taxes and insurance premiums, section 2609(b) requires Chase to notify the Padgetts of any escrow deficiencies resulting from the tax and insurance increases. Consequently, the Bankruptcy Court did not err, as a matter of law, in finding that Chase waived its right to recover the advances for failing to notify the Padgetts of the escrow deficiencies.

**In re Padgett,** at 313.

The terms of Mr. Johnson's mortgage also require that, "Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made." (See Exhibit G, bottom of p. 2-3.)

In this District, the Honorable Marianne O. Battani followed the reasoning of the Florida District Court in Craig-Likely v. Wells Fargo Home Mortagage. Judge Battani similarly held failure to follow the notice requirements under RESPA warranted denial of a claim due to an escrow account deficiency. In reversing the Bankruptcy Court's

holding, Judge Battani held the mortgage company, "waived its right to recover the advances because it violated federal law and the local rules for three years." (Id. at 6.) Judge Battani's decision is currently on appeal to the Sixth Circuit, however pending the higher Court's ruling in the case, Debtor believes the "bankruptcy court is bound to follow the opinions of the district judges of this district so long as those opinions are not in conflict..." Byrant v. Smith (In re Bryant), 165 B.R. 176 (W.D.Va. 1994), 1994 U.S. Dist. LEXIS 2924, p.10. (But see In re Bregni, 215 B.R. 850 (E.D.Mich. 1997).

Debtor Objects to WMB's Proof of Claim for both its violation of RESPA, and on the factual basis regarding the amount claimed by WMB. The mortgage company has filed supporting documents to its claim that were for a different property, and the mortgage company's claim alleges the arrearage owed is for missed payments while WMB's lawyers argue it is primarily for costs advanced. Debtor therefore Objects to these alleged costs, although the parties continue to convene to limit the issues for the upcoming hearing.

## CONCLUSION

The facts of this case demonstrate the reasons for requiring the mortgage company to comply with the requirements of RESPA. Debtor Lewis Johnson is a retiree trying to support himself and his wife on a fixed income. To accumulate $20,000 of advances over a period of years, and then to require Mr. Johnson to catch up on that arrears within the time limits of a bankruptcy plan after no notice of the advances was given; makes saving his home an almost impossible task.

Debtor therefore asks this Court to deny the Claim and allow an arrearage of only $6,077. Debtor also asks this Court to consider the relief Debtor is not seeking in this case. The mortgage signed by the Debtor was for $97,325. (See Exhibit H.) WMB's Proof of Claim alleges the total amount now owed on the mortgage is $111,374.70. (See Exhibit I.) Presumably the $14,000 increase owed by Mr. Johnson on his home from the time he purchased it until now is due to the escrow advances made by WMB. The Debtor is not seeking to lower the total amount of the mortgage note from the $111,000. The Debtor is not seeking to never reimburse WMB for the advancement. Mr. Johnson only seeks to pay WMB back during the length of the mortgage. not during the five *years of* a bankruptcy plan which he lacks the current means to do.

Respectfully submitted,

_/s/ Adam Wiener _____
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Dated: __3/06/08_____

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of this 25th day of September 2019 (the "Effective Date"), by and between Ditech Financial LLC ("the Company") and the Executive Office for United States Trustees (the "EOUST"), a component within the Department of Justice. The EOUST and the Company (collectively, the "Parties") have held numerous discussions and meetings dating back to mid-2014 regarding issues concerning the Company's historical Mortgage Loan practices for Borrowers in Bankruptcy Cases. This MOU is the culmination of those discussions and is intended to set forth a summary of the mutual understanding between the Parties.

## I. Definitions

Capitalized terms used in this MOU but not defined in this section are defined elsewhere in the MOU or the Appendices.

"Advances" shall mean fees, expenses or charges assessed against the Borrower's account during a Bankruptcy Case.

"APOC" shall mean an Amended Proof of Claim.

"Bankruptcy Case" shall mean a case filed under Chapter 13 of Title 11 of the United States Code.

"Bankruptcy Code" shall mean Title 11 of the United States Code.

"Bankruptcy Documents" shall mean PCNs, POCs, APOCs, and NPFCs, as those terms are defined herein.

"Bankruptcy Rule(s)" shall mean the Federal Rules of Bankruptcy Procedure.

"Borrower" shall mean an individual, or his or her authorized agent or attorney, who has or had a Mortgage Loan account serviced by the Company.

"Covered Practices" shall mean and include LMA Practices, Escrow Practices, and Advances Practices, each as defined herein. For the avoidance of doubt, the Covered Practices do not include: (1) the review, preparation, signing and filing of PCNs or the lack of filing of PCNs, or (2) the origination and servicing of reverse mortgages.

"CTO" shall mean the Company's Compliance Testing Operations division, which is independent of the line of business that performed the LMA Remediation, Escrow Remediation and Advances Remediation.

"Escrow Account" shall mean an account that the Company establishes in connection with a Mortgage Loan for the receipt of Borrower escrow payments and disbursements of taxes, insurance, and/or other assessments on a Borrower's behalf.

"Investor" shall mean an entity that owns a Mortgage Loan serviced or subserviced by the Company.

"Loan Modification" shall mean an agreement to change existing loan terms in response to a Borrower's long-term inability to repay the loan. A Loan Modification typically involves a trial payment plan followed by a reduction of the interest rate, an extension of the term of the loan, a change in the type of loan (e.g., adjustable rate to fixed rate), or any combination thereof.

"LMA Reviews" shall mean the individual file reviews and recommendations made by the Vendor regarding the LMA Remediation.

"Motion for Approval" shall mean a motion filed with the bankruptcy court to approve a Loan Modification.

"Mortgage Loan" shall mean any forward federally related mortgage loan, as that term is defined in 12 C.F.R. § 1024.2, or other credit agreement related to a loan secured by residential property that is not federally related. Further, as used herein, the term Mortgage Loan shall refer to a loan that is or was in a Bankruptcy Case.

"NPFC" shall mean a Notice of Post-Petition Fees, Expenses, and Charges required to be filed and served pursuant to Bankruptcy Rule 3002.1.

"PCN" shall mean a Notice of Mortgage Payment Change required to be filed and served pursuant to Bankruptcy Rule 3002.1.

"POC" shall mean a Proof of Claim required to be filed and served pursuant to Bankruptcy Rules 3001 and 3002.

"Reconciliation" shall mean a review, at or around the time of discharge or prior to filing a motion for relief from the automatic stay, of the Borrower's account to verify that, among other things, all fees, expenses or charges assessed against the Borrower's account during a Bankruptcy Case were noticed in accordance with the Bankruptcy Rules and were collectible in accordance with the Bankruptcy Code and Rules or were waived from the account.

"Remediation Populations" shall mean and include the LMA Remediation Population, Escrow Remediation Population, and Advances Remediation Population, each as defined herein.

"Streamlined Loan Modifications" shall mean Loan Modifications that do not require a Borrower to submit a financial application, but rather a servicer identifies a pool of eligible Borrowers, as determined by criteria established by the Investor, and sends a solicitation letter to each eligible Borrower.

"Unnoticed Advances" shall mean Advances that are not noticed in accordance with Bankruptcy Rules 3001, 3002 and 3002.1, or allowed by court order.

"USTP" shall mean, collectively, the EOUST and the United States Trustees and Acting United States Trustees for Regions 1 through 21.

"Vendor" shall mean the third party consultant engaged by the Company to assist in the development and execution of the LMA Reviews.

## II. Loan Modifications for Accounts in Bankruptcy

### A. Statement of Facts

The Company represents that the following facts are accurate to the best of its knowledge and belief:

Between approximately August 2011 and the end of September 2015, the Company regularly completed Loan Modifications for Borrowers in Bankruptcy Cases, including Streamlined Loan Modifications between June 9, 2013 and September 7, 2014.

Historically, the Company or a prior servicer did not consistently seek approval and provide notice to bankruptcy courts through either a Motion for Approval, APOC, and/or PCN when a Borrower in an active Bankruptcy Case entered into a Loan Modification. As a result, in certain instances, the Company continued to accept monthly mortgage payments at the (typically higher) pre-modification amount as well as arrearage payments even though such arrearages had been capitalized. These issues were complicated by the nature of Streamlined Loan Modifications, where the review of the account for bankruptcy status was not typically conducted prior to Loan Modification solicitation. Not all Mortgage Loans modified by the Company in Bankruptcy Cases were missing court approval or notice and nothing herein should be construed to imply that such issues apply to all Loan Modifications.

Additionally, the Company sometimes calculated amounts to be capitalized in Loan Modifications without determining whether any fees and/or costs to be capitalized were properly noticed in accordance with Bankruptcy Rules 3001, 3002 or 3002.1, or were allowed by court order. Neither was such a determination made following the completion of the Loan Modification. Not all Mortgage Loans modified by the Company in Bankruptcy Cases had unnoticed fees and/or costs capitalized, and nothing should be construed herein as to unnoticed fees and/or costs capitalized to apply to all Loan Modifications.

The practices described directly above are collectively defined as the "**LMA Practices.**"

### B. Population & Remediation

The Company has undertaken corrective action as described in Appendix 1[1] to address the LMA Practices. Such corrective actions are referred to as the "**LMA Remediation.**" To determine the population eligible for LMA Remediation, the Company identified Mortgage Loans according to the criteria described in Appendix 1. This population is the "**LMA Remediation Population.**"

The final in-scope LMA Remediation Population is comprised of 2,731 Loans. The final LMA Remediation consisted of:

[1] Appendices 1-3 reflect the Company's representations as to the corrective action and remediation undertaken with respect to the Covered Practices in keeping with the requirements of the MOU.

- approximately $3.86M in account adjustments; and

- approximately $5.75M in overpayments identified, some of which were returned to Chapter 13 trustees and/or Borrowers. The balance of identified overpayments remained on Borrowers' Mortgage Loan accounts.

### C. Operational Enhancements

The Company implemented a number of operational enhancements to address the LMA Practices. In particular, the Company has:

- as of September 7, 2014, ceased the practice of sending solicitation letters for Streamlined Loan Modifications to Borrowers in a Bankruptcy Case;

- enhanced its practices to ensure that only fees and costs properly noticed in accordance with Bankruptcy Rules 3001, 3002 and 3002.1, or allowed by court order, will be assessed and/or capitalized into Loan Modifications that occur during Bankruptcy Cases. These enhanced processes and procedures also ensure that all accounts are reviewed at certain milestones such as following the implementation of the Loan Modification and discharge for any unnoticed capitalized fees or costs;

- appointed a designated bankruptcy liaison to coordinate loss mitigation efforts for bankruptcy accounts and facilitate communication between the loss mitigation and bankruptcy departments regarding bankruptcy Loan Modification issues; and

- enhanced its policies and procedures for the preparation and filing of Bankruptcy Documents related to Loan Modifications, including a more robust reporting mechanism so that the reports make clear that, at a minimum: (i) Motions for Approval, PCNs, and/or APOCs are appropriately and timely filed in Bankruptcy Cases in which the Company enters into a Loan Modification with a Borrower as may be required by a particular jurisdiction;[2] and (ii) there is a process for escalating and resolving issues about a proposed pleading to management as necessary.

The operational enhancements described above were implemented by the Company on or before the third quarter of 2017.

## III. Escrow

### A. Statement of Facts

The Company represents that the following facts are accurate to the best of its knowledge and belief:

With respect to Bankruptcy Cases filed before January 1, 2015, the Company historically did not always run annual escrow analyses for certain Mortgage Loan accounts for Borrowers in

[2] Requirements regarding the approval of the Loan Modification may differ based on jurisdictional practice or rules. For example, some jurisdictions may require the Borrower to file a Motion to Approve the Loan Modification.

Bankruptcy Cases,[3] as a result of the Company's understanding of the federal regulatory requirements for accounts in bankruptcy, and the functionality of the Company's escrow analysis automation. Not all Mortgage Loan accounts in bankruptcy had missing annual escrow analyses and nothing herein should be construed to imply that such issues apply to all Mortgage Loan accounts in bankruptcy (the **"Escrow Practices"**).

Even where the Company did not conduct an escrow analysis for each twelve month period that a Mortgage Loan account was in active bankruptcy (the "Escrow Cycle"), it made the required disbursements to third parties for taxes, insurance or other assessments for the benefit of Borrowers, as well as in the interest of the Investor(s).

### B. Population & Remediation

The Company has undertaken corrective action as described in Appendix 2 to address the Escrow Practices. Such corrective actions are referred to as the "**Escrow Remediation.**" To determine the population eligible for Escrow Remediation, the Company identified Mortgage Loans according to the criteria described in Appendix 2. This population is the "**Escrow Remediation Population.**"

The final in-scope Escrow Remediation Population is comprised of 13,774 Mortgage Loans. The final Escrow Remediation consisted of approximately $23.98M million in credits to escrow accounts or refunds to Borrowers.

### C. Operational Enhancements

The Company has implemented a number of operational enhancements to address the Escrow Practices. In particular, the Company has:

- established a requirement that escrow analyses be run annually for Mortgage Loans in Bankruptcy Cases unless an exception applies;
- established a requirement for PCNs to be filed for such escrow analyses;
- established control processes and reporting mechanisms to identify any Mortgage Loans in Bankruptcy Cases with an Escrow Account that have not had an escrow analysis run for each Escrow Cycle, and to complete analyses for such Mortgage Loans unless an exception applies; and
- implemented various technological enhancements to further enhance its escrow process.

The operational enhancements described above were implemented by the Company on or before the fourth quarter of 2016.

[3] Because an escrow analysis was not conducted, the Borrower's monthly escrow payment amount did not change on the Company's system of record.

## IV. Unnoticed Advances

### A. Statement of Facts

The Company represents that the following facts are accurate to the best of its knowledge and belief:

Prior to the fourth quarter of 2016, the Company had inconsistent legacy practices for noticing Advances during a Bankruptcy Case in accordance with Bankruptcy Rule 3002.1(c). Additionally, upon the account review following the Borrower's discharge, or prior to filing a POC in a subsequent Bankruptcy Case, the Company did not always consistently review and remove previously unnoticed fees and costs. These inconsistencies were largely caused by the fact that the Company's historical reporting did not adequately identify instances when Advances were assessed to a Mortgage Loan account that was in an active Bankruptcy Case such that a NPFC could be timely filed with the bankruptcy court. The practices described directly above are collectively defined as the "**Advances Practices**." Not all Mortgage Loans had unnoticed Advances related to a Bankruptcy Case or had unnoticed Advances related to a Bankruptcy Case that were not timely removed from the borrower's account and nothing herein should be construed to imply such issues apply to all Mortgage Loans.

### B. Population & Remediation

The Company has undertaken corrective action as described in Appendix 3 to address the Advances Practices. Such corrective actions are referred to as the "**Advances Remediation**." To determine the population eligible for Advances Remediation, the Company identified Mortgage Loans according to the criteria described in Appendix 3. This population is the "**Advances Remediation Population**."

The final in-scope Advances Remediation Population is comprised of 785 Mortgage Loans. The final Advances Remediation comprised of approximately $.90M in waivers and refunds to Borrowers.

### C. Operational Enhancements

The Company has implemented a number of operational enhancements to address the Advances Practices. In particular, the Company has:

- established a team within the bankruptcy department with the responsibility of preparing, reviewing, and filing NPFCs;

- adopted or enhanced checklists to assist in the preparation of and quality control review of NPFCs as they relate to Advances in order to ensure compliance with the requirements of the Bankruptcy Code and Bankruptcy Rules;

- established a procedure by which, when performing a Reconciliation of an account for a Borrower in a Bankruptcy Case, all Unnoticed Advances will be waived from the Borrower's account in accordance with the Bankruptcy Rules; and

- established a procedure by which, when preparing a POC, bankruptcy representatives will review the Mortgage Loan for Unnoticed Advances from a previous, discharged Bankruptcy Case that remain on the account or were previously paid, and will waive or credit, as appropriate, any such Unnoticed Advances before a POC is filed in a subsequent Bankruptcy Case.

The operational enhancements described above were implemented by the Company on or before fourth quarter of 2016.

## V. Company Validation Assurances

### A. Validation Processes and Reporting

The Company has completed a review and validation of the LMA Remediation, Escrow Remediation and Advances Remediation undertaken pursuant to the MOU. The Company represents that it utilized the CTO to independently review the population approach, review the remediation via a statistically valid sampling of Mortgage Loans in the Remediation Populations and confirm the Operational Enhancements via review of present day policies and procedures (the "Validation Assurances").[4] The CTO provided a written summary of its findings to the Company that detailed the background of the review, the population approach, the sampling methodology, and the review's conclusions for the LMA Remediation, Escrow Remediation and Advances Remediation (the "Summary") and the Company will provide a copy of the Summary to the USTP within 15 business days of the Effective Date. Supporting materials related to the Summary will include policies and procedures, test scripts, and example work papers (the "CTO Materials"). The USTP shall have an opportunity to review the Summary and CTO Materials.

Following Ditech's submission of the Summary and CTO Materials, the USTP shall have 45 days (or as otherwise agreed upon between the Parties) to submit questions, concerns or otherwise respond to the Validation Assurances and results set forth in the Summary and CTO Materials. Such matters shall be submitted to the Company in writing. If the USTP does not raise issues or otherwise respond as set forth in this provision, the Company shall have no further obligations under the MOU.

If the USTP submits questions, concerns or otherwise responds to the Validation Assurances and the results set forth in the Summary and CTO Materials, the Company shall submit a response to the USTP within 45 days (or as otherwise agreed upon between the Parties) in writing. If the Company's response thereto is satisfactory to the USTP, then the Company shall have no further obligations under the MOU. As set forth herein, the Parties agree to work in good faith informally to resolve any disputes arising in connection with the Validation Assurances.

### B. Access to Information and Confidential Information

Upon reasonable notice to be made within 90 days of Ditech's submission of the Summary and CTO Materials (or as otherwise agreed upon between the Parties), the Company shall permit the USTP to inspect and copy non-privileged records pertinent to this MOU. The Company, if appropriate, may designate documents, information, or portions of a document or other tangible

[4] The Company has engaged a Vendor to assist in the LMA Review, LMA Remediation and validation.

thing (except this MOU, the Appendices, and the Summary) provided by the Company to the USTP, which the Company asserts contains a trade secret or confidential research, development, or commercial information subject to protection under applicable state or federal laws as Confidential (collectively, "Confidential Information").

The USTP agrees to protect Confidential Information to the extent permitted by law. However, this agreement shall not prevent or in any way limit the ability of USTP to comply with any subpoena, Congressional demand for documents or information, court order, request under the Right to Financial Privacy Act, or a public records or a Freedom of Information Act request; provided, however, that in the event that USTP receives such a subpoena, Congressional demand, court order or other request for the production of any Confidential Information covered by this MOU, the USTP shall, unless prohibited under applicable law or unless the USTP would violate or be in contempt of the subpoena, Congressional demand, or court order, (1) notify[5] the Company of such request as soon as practicable and in no event more than ten (10) calendar days of its receipt or three (3) calendar days before the return date of the request, whichever is sooner, and (2) allow the Company ten (10) calendar days from the receipt of the notice to obtain a protective order or stay of production for the documents or information sought, or to otherwise resolve the issue, before the USTP discloses such documents or information. In all cases covered by this provision, the USTP shall inform the requesting party that the documents or information sought were produced subject to the terms of the MOU and these requirements.

## VI. USTP Actions

For the purposes of this section, the "Company" includes the Company and any affiliated entity[6] and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, and shall specifically include any third-party that may purchase the servicing rights to the Remediation Populations referenced herein through the asset sales process in the Bankruptcy Court for the Southern District of New York in *In re Ditech Holding Corporation, et al.*, Case No. 19-10412.

Upon execution of this MOU, the USTP will take such steps as may be reasonably necessary to fully and finally withdraw or facilitate the dismissal with prejudice of pending objections and other actions by the United States Trustees, including all related discovery requests, whether formal or informal, and requests for examination under Bankruptcy Rule 2004 (collectively, "the Discovery Requests") and subpoenas or subpoenas duces tecum (collectively, "the Subpoenas"), directed to or filed against the Company based on the Covered Practices in the active individual Bankruptcy Cases and contested matters set forth on Exhibit A. Nothing in this Paragraph requires the USTP to withdraw or facilitate the dismissal of Discovery Requests and Subpoenas to the extent that relief against another party, other than the Company, its affiliates, or directors, employees and officers of the Company or its affiliates, is the purpose of such discovery.

[5] Any notification to the Company shall include counsel for the Company, Christian W. Hancock at Bradley Arant Boult Cummings LLP.

[6] For the purposes of this MOU, Reverse Mortgage Solutions is not considered an affiliated entity.

The USTP will refrain from instituting, directing or maintaining any action or participating in any action by a third party (except that the USTP may participate in an action to the extent ordered by a court provided that the USTP may not seek such a court order formally or informally), against the Company, pertaining to the Company's mortgage-related claims filed in a Borrower's Bankruptcy Case prior to the Effective Date of this MOU and based on the Covered Practices. Further, except as provided in subsection (v) below, and as provided in existing protective orders between the Parties, the USTP shall refrain from sharing information obtained via the Discovery Requests and Subpoenas (unless required to do so under applicable law or pursuant to a court order) in support of any action against the Company pertaining to the Company's mortgage-related claims filed in a Borrower's Bankruptcy Case prior to the Effective Date of this MOU and based on the Covered Practices.

Notwithstanding the foregoing, nothing in this MOU shall be construed as a waiver of, or a restriction or prohibition on, the USTP's ability following the entry of this MOU:

(i) In individual Bankruptcy Cases for Mortgage Loans in the Remediation Populations, to seek corrective action by Ditech Financial, LLC to ensure that the remediation required under the MOU as described in Appendices 1-3 has been provided;

(ii) Except as otherwise addressed in sub-section (i) above, in individual Bankruptcy Cases to the extent permitted by law, to formally or informally seek corrective action (but not fines, penalties, or sanctions), to address material inaccuracies relating to the Company's mortgage-related filings based on the Covered Practices; provided, however, that this provision shall not constitute a waiver of, or restriction or prohibition on, the Company's ability to dispute whether the United States Trustees have authority or ability to seek such a cure.

(iii) In individual Bankruptcy Cases, to undertake any formal or informal action with respect to any filing by the Company in a Bankruptcy Case that is not based on the Covered Practices described herein;

(iv) To seek and obtain discovery from the Company in any Bankruptcy Case or proceeding, including discovery based on or pertaining to the Covered Practices, as long as such discovery is not sought for the purpose of enforcing claims or causes of action released herein;

(v) To assert defenses or claims against any other party, and the USTP shall have no obligation to seek dismissal of any pending adversary proceedings, contested matters, appeals, and other actions filed by the USTP against any other party in Bankruptcy Cases involving Mortgage Loans; and

(vi) To cooperate with or provide assistance to other governmental agencies in connection with the Covered Practices, or sharing information or discovery arising out of or pertaining to the Covered Practices with other governmental agencies (while adhering to all applicable protective orders between the Parties).

## VII. Miscellaneous Provisions

This MOU is intended to be solely for the benefit of the Parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the Parties

hereto. This MOU will not bind or prejudice the rights and claims of non-Parties, including other components of the Department of Justice, any other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities. Notwithstanding any other provision of this MOU, claims with respect to any criminal liability are especially reserved and are not released.

This MOU sets forth all the terms of the understanding between the Parties relating to the subject matter reflected herein and may not be modified except in writing executed and delivered by the Parties hereto.

If the USTP believes that there has been a failure by the Company to perform in a timely manner any act required by this MOU, or otherwise to act in conformance with any provision thereof, the USTP will notify the Company in writing. In individual Bankruptcy Cases (other than Bankruptcy Cases where an assignment, transfer of claim, or other documentation has been filed pursuant to Bankruptcy Rule 3001(e) to indicate termination of Ditech Financial LLC's servicing of the Mortgage Loan), the USTP will first seek any such corrective action from Ditech Financial LLC if the USTP is aware that the Mortgage Loan subject to inquiry is in the Remediation Populations and the action relates to the Covered Practices; if such corrective action must be sought from the purchaser of the servicing rights to the Remediation Populations, the USTP will provide contemporary notice of such requests to Ditech Financial LLC or its resulting bankruptcy estate. The parties shall endeavor in good faith to resolve any disputes regarding interpretation of, or compliance with this MOU prior to initiating any action. In the event the parties are unable to resolve any dispute, the Parties each reserve all rights to take whatever action they deem appropriate in any appropriate forum.

The Company recognizes that the USTP is entering into this MOU in reliance on the material accuracy and material completeness of the factual representations set forth herein and that in the event of fraud or misrepresentation of material facts the USTP reserves all rights to take whatever action it deems appropriate in any appropriate forum.

Nothing in this MOU shall relieve the Company (including all entities defined as the "Company" in Section VI) of its obligation to comply with applicable state and federal laws. To the extent any provision contained herein is determined to be invalid or unenforceable under applicable law, such provisions shall be limited or eliminated only to the minimum extent necessary so that this MOU shall otherwise remain in full force.

This MOU may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original and all of which shall constitute one and the same agreement.

The undersigned agree to the terms of this Memorandum of Understanding.

**Seen and agreed to:**

**DITECH FINANCIAL LLC**

Jerry Lombardo
Chief Financial Officer
Ditech Holding Corporation

Robert R. Maddox
Christian W. Hancock
Bradley Arant Boult Cummings LLP

**EXECUTIVE OFFICE FOR UNITED STATES TRUSTEES**

Ramona D. Elliott
Deputy Director/General Counsel
Executive Office for United States Trustees
United States Department of Justice
441 G Street, NW
Suite 6150
Washington, DC 20530

**Seen and agreed to:**

**DITECH FINANCIAL LLC**

_____

Jerry Lombardo
Chief Financial Officer
Ditech Holding Corporation

_____

Robert R. Maddox
Christian W. Hancock
Bradley Arant Boult Cummings LLP

**EXECUTIVE OFFICE FOR UNITED STATES TRUSTEES**

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441 G Street, NW
Suite 6150
Washington, DC 20530

## APPENDICES

The Company developed the populations and implemented the remediation approaches discussed herein as required under the MOU. The below descriptions set forth the steps taken to identify the remediation populations and complete the remediation required by the MOU. As set forth in the appendices below, the Company represents that it has accurately identified the populations and completed the remediation required under the MOU.

### Appendix 1 – LMA Remediation Population & Remediation

1. To determine the population eligible for LMA Remediation, the Company identified Mortgage Loans that have been or are serviced by the Company and where:
   a. One or more of the Borrowers entered into a Loan Modification at some point between December 1, 2011 and September 30, 2015;
   b. At the time the Loan Modification was completed, one or more of the Borrowers was a debtor in a Bankruptcy Case;
   c. A court order approving the Loan Modification was not entered prior to the first payment due date of the Loan Modification; and
   d. At the time of the LMA Review and/or LMA Remediation implementation:
      i. The Borrower's Bankruptcy Case had not been dismissed or converted to another chapter;
      ii. The Company had not received relief from the automatic stay; and
      iii. The Mortgage Loan had not been resolved,[7] paid in full or charged off on the Company's system of record.

This population is the "**LMA Remediation Population.**"

2. The Company has remediated the LMA Remediation Population as described below:[8]
   a. **Notice of Post-Petition Payments**: If the post-petition monthly payments due on the system of record for a particular Mortgage Loan were greater than the post-petition monthly payments noticed to the bankruptcy court in accordance with Bankruptcy Rules 3001, 3002 and 3002.1 at any time between the petition date and the earlier of: i) the LMA Review completion or ii) the date of Borrower's discharge, the Company credited the Borrower's account with the difference between the funds due and the funds noticed for the applicable time period.

[7] Resolved means the Company's servicing of the Mortgage Loan ended via foreclosure sale, short sale, deed in lieu of foreclosure, or other similar event.

[8] Variations in the remediation process have occurred on certain Mortgage Loans due to the passage of time, refinement of the remediation process, specific borrower request or litigation, separate USTP stipulation requests, and other similar factors. In addition, Mortgage Loans for which servicing transferred prior to the LMA Review implementation may receive a check in the amount of the remediation, instead of an account adjustment.

b. **Overpayments in Discharged Bankruptcy Cases:**

i. **Post-Petition Payments.** If the funds disbursed by the Chapter 13 Trustee or the Borrower were greater than the post-petition monthly payments due on the system of record for a particular Mortgage Loan at any time between the Petition Date and the date of Borrower's discharge, the Company identified the difference between the funds disbursed and the funds due for that time period as a potential overpayment to be refunded. However, in Bankruptcy Cases where the Borrower has already received the benefit of the overpayment and issuing a refund would cause Borrower's account to become delinquent or more delinquent, a Borrower may be advised that the funds will remain on the account and will not be issued to him or her because refunding this amount would cause their account to become delinquent or more delinquent.

ii. **Arrearage payments.** If the Company (a) received any arrearage payments greater than the amount properly noticed or (b) capitalized arrearage amounts into the Loan Modification, and then applied the overpayment to the account after the implementation of the Loan Modification on the system of record (and such payments were not previously refunded), the Company identified the arrearage payments applied to the account after the implementation of the Loan Modification as a potential overpayment to be refunded. However, in Bankruptcy Cases where the Borrower has already received the benefit of the overpayment and issuing a refund would cause Borrower's account to become delinquent or more delinquent, a Borrower may be advised that the funds will remain on the account and will not be issued to him or her because refunding this amount would cause his or her account to become delinquent or more delinquent.

iii. **Refund Threshold.** Excluding post-petition overpayments made by the Borrower, if the sum of any overpayments identified in Paragraphs 2(b) (i) and (ii) above are greater than or equal to $5,500, the Company contacted the Chapter 13 Trustee in the Bankruptcy Case to confirm whether the overpayment should be sent to the Chapter 13 Trustee and if so, whether the Company should file a motion to reopen the Bankruptcy Case.

1. If the Chapter 13 Trustee requested that the funds be sent to them, the Company issued a refund in the amount of the overpayment to the Chapter 13 Trustee and if requested, filed a motion to reopen the Bankruptcy Case.

2. If the Chapter 13 Trustee disclaimed or failed to claim the overpayment within a reasonable time period, the Company issued any refund to the Borrower to the extent that it would not cause his or her account to become delinquent or more delinquent.

c. **Overpayments in Active Bankruptcy Cases:**

i. **Post-Petition Payments.** If the funds disbursed by the Chapter 13 Trustee or the Borrower were greater than the post-petition monthly payments due on the system of record for a particular Mortgage Loan at any time between the Petition Date until the LMA Review completion,[9] the Company identified the difference between the funds disbursed and the funds due for that time period to the Chapter 13 Trustee as a potential overpayment to be refunded.

1. In Bankruptcy Cases where the Chapter 13 Trustee is making post-petition payments to the Company, the Company issued a refund in the amount of the overpayment to the Chapter 13 Trustee.

2. In Bankruptcy Cases where the Borrower is making post-petition payments directly to the Company and issuing a refund would cause Borrower's account to become delinquent or more delinquent, a Borrower may be advised that the funds will remain on the account and will not be issued to him or her because refunding this amount would cause their account to become delinquent or more delinquent.

ii. **Arrearage payments.** If the Company (a) received any arrearage payments greater than the amount properly noticed or (b) capitalized arrearage amounts into the Loan Modification, and then applied the overpayment to the account after the implementation of the Loan Modification on the system of record (and such payments were not previously refunded), the Company refunded the arrearage payments applied to the account after the implementation of the Loan Modification to the Chapter 13 Trustee.

d. **Post-Modification Fees and Costs:** If, after the implementation of a Loan Modification, the Company (i) failed to notice fees and/or costs assessed to the Borrower's account to the bankruptcy court or (ii) fees and/or costs assessed to Borrower's account were higher than the amount noticed to the bankruptcy court, the Company credited Borrower's account with the difference between the amount assessed and the amount noticed.

e. **Capitalization Remediation:** The Company also reviewed Mortgage Loans that met all of the criteria set forth in Paragraphs (1) (a), (b) and (d) and for which bankruptcy court order approving the Loan Modification was entered prior to the first payment due date of the Loan Modification to determine if any fees/costs capitalized were unnoticed to the bankruptcy courts. If any fees or costs capitalized during that Loan Modification were not timely noticed to the bankruptcy court by either the Company or a prior servicer, the Company

[9] Mortgage Loans may have received additional remediation post-LMA Review completion via court order, stipulation, or Reconciliation.

reduced the principal balance of the Mortgage Loan or refunded the amount of the unnoticed fees or costs, as appropriate.

f. In certain circumstances where the account service transferred before LMA Remediation was implemented, the Company issued a refund check instead of processing a credit for the remediation amount as outlined above.

**Appendix 2 – Escrow Population & Remediation**

1. The Company has identified the relevant population of Mortgage Loans as those that have been or are serviced by the Company and:

a. Which were in a Bankruptcy Case any time after December 1, 2011;
b. Which had an open and Active Escrow Account[10] at a time that was both i) after December 1, 2011 and ii) during a period the Mortgage Loan was in an active Bankruptcy Case;
c. Where the Mortgage Loan had at least one period, longer than 12 months, between i) the later of the bankruptcy Petition Date, the date the Company acquired the Mortgage Loan, the escrow account open date, or December 1, 2011 (the "**Evaluation Begin Date**") and ii) the earlier of the bankruptcy disposition date or September 30, 2016, (the "**Evaluation End Date**"),[11] where it was in active bankruptcy and had no escrow analysis (the entire period identified as the "**Evaluation Period**");
d. Where the borrower did not surrender their property or cram down their loan during the Subject Bankruptcy Case;[12]
e. Where there was no order granting relief from the automatic stay related to the Borrower's Mortgage Loan;
f. Where the Borrower was discharged from his or her Bankruptcy Case, the Borrower has not filed a subsequent Bankruptcy Case, and the Mortgage Loan account is less than 180 days delinquent at the time of evaluation for remediation;
g. Which are not in foreclosure at time of evaluation for remediation;
h. Which had an escrow analysis delayed more than four months during the Evaluation Period;
i. Which, at the time of evaluation for remediation, had not been resolved,[13] paid in full, or charged off on the Company's system of record; and
j. Where, at the time of remediation, the Subject Bankruptcy Case had not been dismissed.

---

[10] "Active Escrow Account" means an account where the Company's system of record indicated an amount greater than zero due monthly from the borrower for escrow, and from which the Company disbursed funds to pay taxes and/or insurance premiums on behalf of the borrower.

[11] The Escrow Remediation Population was determined in September 2016. In 2018, following numerous discussions with the EOUST, the Company reviewed all Mortgage Loans that had been excluded from the population solely due to the September 2016 Evaluation End Date, re-reviewed those loans through present day, and returned a subset of Mortgage Loans to the Escrow Remediation Population because they evidenced a period without escrow analyses.

[12] "Subject Bankruptcy Case" means the bankruptcy case during which the Company did not run annual escrow analyses. The Borrower may have filed for bankruptcy relief at a later time during which the Company did run annual escrow analyses. This would not remove the Borrower from the Escrow Remediation Population.

[13] "Resolved" could mean the Company's servicing of the Mortgage Loan ended via service transfer prior to the time period that the population was identified, foreclosure sale, short sale, or deed in lieu of foreclosure.

2. This population is the "**Escrow Remediation Population.**"

3. The Company has remediated the Escrow Remediation Population in varying forms. Mortgage Loans with a Chapter 13 discharge received Variance Determination, as detailed herein. Mortgage Loans still in an active Bankruptcy Case had the existing shortage, if any, waived.

4. **Variance Determination:** The Company first determined if each Mortgage Loans in the Escrow Remediation Population reflects a "Negative Variance," meaning the amounts disbursed from the escrow account exceed the sum of amounts billed for escrow during each Calculation Period, as detailed below.[14]

a. If the Evaluation Begin Date is the date of service transfer:
   i. The Calculation Begin Date was three (3) months after the date of service transfer if no escrow analysis occurred in the first three (3) months after the date of service transfer; or
   ii. The Calculation Begin Date was twelve (12) months after an escrow analysis if such escrow analysis occurred in the first three (3) months after the date of service transfer. Any additional escrow analyses that are within twelve (12) months of the prior escrow analyses will continue to extend the Calculation Begin Date by twelve (12) months.
b. If the Evaluation Begin Date is not the date of service transfer:
   i. The Calculation Begin Date was twelve (12) months after the Evaluation Begin Date if no escrow analysis occurred in the first twelve (12) months after the Evaluation Begin date; or
   ii. The Calculation Begin Date was twelve (12) months after the first escrow analysis following the Evaluation Begin Date where another escrow analysis was not present within those twelve (12) months. Any additional escrow analyses that are within twelve (12) months of the prior escrow analyses will continue to extend the Calculation Begin Date by twelve (12) months.
c. The Calculation End Date will be the earliest of: i) an escrow analysis date; ii) the date the escrow account was closed; or iii) the date the calculation is performed. If a Negative Variance is present, the Company has or will credit the borrower's escrow account with the full Negative Variance.

5. **Shortage Determination:** For Mortgage Loans in an active Bankruptcy Case at the time of Escrow Remediation, the Company ran a pro forma to determine the likely outcome of an escrow analysis. If that pro forma evidenced a shortage, the amount of the shortage reflected on the pro forma was credited to the Borrower's escrow account.

6. **Escrow Analysis**: If the Borrower had an open escrow account at the time of Escrow Remediation, an escrow analysis was prepared and provided to the Borrower after any

[14] There can be multiple calculation periods for an individual loan if an escrow analysis was run during the Escrow Remediation Calculation period.

credits due via the Shortage Determination or Variance Determination were made to the escrow account.

7. **Escrow PCNs:** For those Mortgage Loans in the Escrow Remediation Population that were still in active Bankruptcy Case at the time of Escrow Remediation, the Company filed a PCN based on any payment change arising from the escrow analysis.

8. **Escrow Credit Letters**: If the Borrower received a credit for Negative Variance pursuant to Paragraph 4 above, the Company provided written notice of such credit to the Borrower.

**Appendix 3 –Advances Population & Remediation**

1. The Company has or is remediating two (2) populations of Mortgage Loans collectively described as the "Unnoticed Advances Remediation Population". The Company has identified the relevant loans as those Mortgage Loans that have been or are serviced by the Company:

   a. Where (i) the Borrower has had two Bankruptcy Cases (the first resulting in a discharge and the second is active at the time of review) and (ii) a POC was filed in the second Bankruptcy Case that included Unnoticed Advances remaining from the Borrower's first Bankruptcy Case; and
   b. Where the Borrower has obtained a discharge in a Bankruptcy Case and Advances were assessed but not appropriately and timely noticed during that Bankruptcy Case.[15]

2. For the Unnoticed Advances Remediation Population identified above, the Company will waive or credit, as appropriate, any Unnoticed Advance.

3. For those where the Borrower has filed a second Bankruptcy Case, in addition to waiving any Unnoticed Advance, the Company will file an APOC in Bankruptcy Cases that are active and where a POC has already been filed.

[15] Any Mortgage Loans subject to a Chapter 13 plan where the entirety of the debt is paid through the Chapter 13 plan are excluded from the population.

## EXHIBIT A – USTP ACTIONS

**Active:**

| | |
|---|---|
| Grappone | Vermont (D. Vt. 14-10192) |
| Mischle (Consol. Proc.) | Michigan (E.D. Mich. 14-40885) |
| Painter | Georgia (N.D. Ga. 14-42520) |
| Smith | Michigan (E.D. Mich. 12-51589) |
| Stokes | Mississippi (N.D. Miss. 15-13669) |

**Closed:**[16]

| | |
|---|---|
| Brewster | Georgia (N.D. Ga. 14-10959) |
| Falanga | Pennsylvania (W.D. Pa. 13-20589) |
| Gebhardt v. Ditech (Misc. Proc.) | Georgia (N.D. Ga. 16-00503) |
| Hendrian | Michigan (E.D. Mich. 09-79352) |
| Hendrickson | Virginia (W.D. Va. 12-71901) |
| Lee | Georgia (N.D. Ga. 15-55522) |
| Marshall | Pennsylvania (W.D. Pa. 13-70542) |
| Moore | Michigan (E.D. Mich. 08-33980) |
| Pearson | Georgia (N.D. Ga. 12-62207) |
| Prior | Vermont (D. Vt. 11-10139) |
| Jacobs | Illinois (N.D. Il. 17-08845) |
| Ramos | California (C.D. Cal. 14-11489) |
| Ross | Nevada (D. Nev. 13-14261) |
| Smith | Pennsylvania (W.D. Pa. 10-26668) |
| Toby | Georgia (N.D. Ga. 15-58661) |
| Ware | Indiana (S.D. Ind. 11-06511) |
| Young | Virginia (W.D. Va. 11-71432) |

[16] The USTP will not seek to reopen closed Bankruptcy Cases to withdraw objections or discovery requests.

B10 (Official Form 10) (12/11)

**UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF INDIANA**

**PROOF OF CLAIM**

Name of Debtor: Justin A. Gourley, Shawn J. Gourley

Case Number: 12-70447-BHL-13

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing, LP

**COURT USE ONLY**

Name and address where notices should be sent:
Bank of America, N.A.
c/o Unterberg & Associates, P.C.
8050 Cleveland Place
Merrillville, IN 46410

Telephone number: (219) 736-5579 Email:

☐ Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:**
*(if known)*

Filed on:

Name and Address where payments should be sent (if different than above):
Bank of America, N.A.
P.O. Box 660933
Dallas, TX 75266-0933

Telephone number: 855-235-6145 Email:

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

**1. Amount of Claim as of Date Case Filed:** $83,676.82

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☑ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

**2. Basis for Claim:** Money Loaned
(See instruction #2)

**3. Last four digits of any number by which creditor identifies debtor:**
6462

**3a. Debtor may have scheduled account as**
_____
(See instruction #3a)

**3b. Uniform Claim Identifier (optional):**
(See instruction #3b)

**4. Secured Claim** (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

**Nature of property or right of setoff:** ☑ Real Estate ☐ Motor Vehicle ☐ Other
**Describe:** 5900 Twickingham Drive, Evansville, IN 47711-2052

**Value of Property:** $_____

**Annual Interest Rate** 6.8750% ☑ Fixed ☐ Variable
**(when case was filed)**

**Amount of arrearage and other charges, as of the time case was filed, included in the secured claim, if any:**
$22,867.62

**Basis of perfection:** Recorded Mortgage

**Amount of Secured Claim:** $83,676.82

**Amount Unsecured:** $_____

**5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls in one of the following categories, check the box specifying the priority and state the amount.**

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5).

**Amount entitled to priority:**
$_____

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(___).

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

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7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

| ☐ I am the creditor. | ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) | ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) | ☐ I am the guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) |
|---|---|---|---|

Print Name: Michael J. Kulak Bar Number: 21347-53
Title: Attorney
Company: Unterberg & Associates, P.C.

Michael J. Kulak November 13, 2012
(Signature) (Date)

Address and telephone number (if different from notice address above):
8050 Cleveland Place
Merrillville, IN 46410
Telephone number: (219) 736-5579 Email: bankruptcy@unterlaw.com
Attorney File:9977456

*Penalty for presenting fraudulent claim:* Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § § 152 and 3571.

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.*

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if

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any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.
B 10 (Official Form 10) (12/11)

## DEFINITIONS

**Debtor**
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**
A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

**Claim**
A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

**Evidence of Perfection**
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

## INFORMATION

**Acknowledgment of Filing of Claim**
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

B 10 (Attachment A)(12/11)

## Mortgage Proof of Claim Attachment

**If you file a claim secured by a security interest in the debtor's principal residence, you must use this form as an attachment to your proof of claim.** See Bankruptcy Rule 3001(c)(2).

| | | | |
|---|---|---|---|
| **Name of debtor:** | Justin A. Gourley<br>Shawn J. Gourley | **Case number:** | 12-70447-BHL-13 |
| **Name of creditor:** | Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing, LP | **Last four digits of any number you use to identify the debtor's account:** | 6462 |
| **Uniform Claim Identifier** | | | |

### Part 1: Statement of Principal and Interest Due as of the Petition Date

**Itemize the principal and interest due on the claim as of the petition date** (included in the Amount of Claim listed in Item 1 on your Proof of Claim form).

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. Principal due | | | | | (1) | $64,520.46 |
| 2. Interest due | **Interest Rate** | **From** mm/dd/yyyy | **To** mm/dd/yyyy | **Amount** | | |
| | 6.875% | 05/01/2009 | 02/29/2012 | $12,568.10 | | |
| | **Total interest due as of the petition date** | | | $12,568.10 | Copy total here ▶ (2) | + $12,568.10 |
| 3. Total principal and interest due | | | | | (3) | $77,088.56 |

### Part 2: Statement of Prepetition Fees, Expenses, and Charges

**Itemize the fees, expenses, and charges due on the claim as of the petition date** (included in the Amount of Claim listed in Item 1 on the Proof of Claim form).

| **Description** | **Dates Incurred** | | **Amount** |
|---|---|---|---|
| 1. Late charges | | (1) | |
| 2. Non-sufficient funds (NSF) fees | | (2) | |
| 3. Attorney's fees | 12/15/2011, 01/05/2012 | (3) | $800.00 |
| 4. Filing fees and court costs | | (4) | |
| 5. Advertisement costs | 10/20/2011, 02/13/2012 | (5) | $650.00 |
| 6. Sheriff/auctioneer fees | 10/19/2011, 01/27/2012 | (6) | $276.00 |
| 7. Title costs | | (7) | |
| 8. Recording fees | | (8) | |
| 9. Appraisal/broker's price opinion fees | | (9) | |
| 10. Property inspection fees | 06/15/2010 - 02/22/2012 | (10) | $183.00 |
| 11. Tax advances (non-escrow) | | (11) | |
| 12. Insurance advances (non-escrow) | | (12) | |
| 13. Escrow shortage or deficiency (Do not include amounts that are part of any installment payment listed in Part 3.) | | (13) | $3,452.36 |
| 14. Property preservation expenses. Specify: | | (14) | |
| 15. Other. Specify: | | (15) | |
| 16. Other. Specify: | | (16) | |
| 17. Other. Specify: | | (17) | |
| 18. Total prepetition fees, expenses, and charges. Add all of the amounts listed above. | | (18) | $5,361.36 |

## Part 3. Statement of Amount Necessary to Cure Default as of the Petition Date

**Does the installment payment amount include an escrow deposit?**

☐ **No**
☑ **Yes.** Attach to the Proof of Claim form an escrow account statement prepared as of the petition date in a form consistent with applicable nonbankruptcy law.

| | | | | |
|---|---|---|---|---|
| **1. Installment payments due** | Date last payment received by creditor | 05/04/2010 | | |
| | Number of installment payments due (1) | 34 | | |
| **2. Amount of installment payments due** | 34 installments @ | $514.89 | | |
| | **Total installment payments due as of the petition date** | $17,506.26 | Copy total here ▶ (2) | $17,506.26 |
| **3. Calculation of cure amount** | **Add total prepetition fees, expenses, and charges** | | Copy total from Part 2 here ▶ + | $5,361.36 |
| | **Subtract total of unapplied funds (funds received but not credited to account)** | | - | $0.00 |
| | **Subtract amounts for which the debtor is entitled to a refund** | | - | |
| | **Total amount necessary to cure default as of the petition date** | | (3) | $22,867.62 |

Copy total onto Item 4 of Proof of Claim form

Post-Petition Payment Amount: $611.56

Bank of America, N.A. services the loan on the property referenced in this proof of claim. In the event the automatic stay in this case is modified, this case dismisses, and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing, LP, "NOTEHOLDER".

Note holder, directly or through an agent, has possession of the promissory note. The promissory note is either made payable to Note holder or has been duly endorsed.

**Fill in this information to identify the case:**

Debtor 1 Justin Alan Gourley

Debtor 2 Shawn Jaclyn Gourley
(Spouse, if Filing)

United States Bankruptcy Court for the: Southern District of IN
(State)

Case Number 18-71287-BHL-13

# Official Form 410

## Proof of Claim

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

### Part 1: Identify the Claim

1. **Who is the current creditor?**
   Ditech Financial LLC
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   [X] No
   [ ] Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different |
|---|---|
| Ditech Financial LLC (Name) | Ditech Financial LLC (Name) |
| P.O. Box 6154 (Number / Street) | P.O. Box 0049 (Number / Street) |
| Rapid City / SD / 57709-6154 (City / State / Zip Code) | Palatine / IL / 60055-0049 (City / State / Zip Code) |
| Contact Phone 888-298-7785 | Contact Phone 888-298-7785 |
| Contact Email poc.team@ditech.com | Contact Email poc.team@ditech.com |

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**
   [X] No.
   [ ] Yes. Claim number on court claims registry (if known)- _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   [X] No.
   [ ] Yes. Who made the earlier filing? _____

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - [ ] No.
   - [X] Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1995

7. **How much is the claim?** $ 86,725.69 **Does this amount include interest or other charges?**
   - [ ] No.
   - [X] Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as healthcare information.
   Money Loaned

9. **Is all or part of the claim secured?**
   - [ ] No.
   - [X] Yes. The claim is secured by a lien on property.

   **Nature of Property: 5900 Twickingham Dr, Evansville, IN 47711**

   - [X] Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - [ ] Motor Vehicle
   - [ ] Other. Describe:

   **Basis for perfection:** Deed of Trust, Mortgage Note

   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $

   **Amount of the Claim that is secured:** $ 87,365.00

   **Amount of the claim that is unsecured:** $ (The sum the secured and unsecured amounts should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $ 36,471.26

   **Annual Interest Rate** (when case was filed) 6.87500 %

   - [X] Fixed
   - [ ] Variable

10. **Is this claim based on a lease?**
    - [X] No.
    - [ ] Yes. **Amount necessary to cure any default as of the date of the petition** $

11. **Is this claim subject to a right of setoff?**
    - [X] No.
    - [ ] Yes. Identify the property:

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**
    - [X] No.
    - [ ] Yes. Check all that apply **Amount entitled to priority**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $_____
- ☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $_____
- ☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $_____
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $_____
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $_____
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $_____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.**

*Check the appropriate box:*

- ☐ I am the creditor
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/04/2019
MM / DD / YYYY

/s/ Steven H. Patterson
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Steven (First name) H. (Middle name) Patterson (Last name)

Title: Attorney for Creditor

Company: Reisenfeld & Associates LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 3962 (Number) Red Bank Road (Street)
Cincinnati (City) OH (State) 45227 (ZIP Code)

Contact phone (513) 322-7000 Email inbk@rslegal.com

Documentation provided is in support of right to seek a lift of stay and foreclose if necessary.

## CERTIFICATE OF SERVICE

I certify that on the 4th day of February, 2019, a copy of Ditech Financial LLC's Proof of Claim was served:

Via the Court's electronic case filing system on these entities and individuals who are listed on the Court's Electronic Mail Notice List:

**Via ECF Mail:**

Dax Jameson Miller, Debtor's Counsel
dax@daxjmiller.com

Robert P. Musgrave, Bankruptcy Trustee
chap13@trustee13.com

U.S. Trustee
ustpregion10.in.ecf@usdoj.gov

**Via Regular U.S. Mail, postage prepaid on:**

Justin Alan Gourley
5900 Twickingham Dr
Evansville, IN 47711-2052

Shawn Jaclyn Gourley
5900 Twickingham Dr
Evansville, IN 47711-2052

/s/ Steven H. Patterson
Steven H. Patterson, Esq.

# Mortgage Proof of Claim Attachment (12/15)

If you file a claim secured by a security interest in the debtor's principal residence, you must use this form as an attachment to your proof of claim. See separate instructions.

| Part1: Mortgage and Case Information | | Part 2: Total Debt Calculation | | Part 3: Arrearage as of Date of the Petition | | Part 4: Monthly Mortgage Payment | |
|---|---|---|---|---|---|---|---|
| Case Number: | 18-71287-BHL-13 | Principal Balance: | 55,664.68 | Principal & interest due: | 15,545.48 | Principal & Interest | 457.22 |
| Debtor 1: | Justin Alan Gourley | Interest Due: | 11,115.54 | Prepetition fees due | 3,509.66 | Monthly escrow: | 326.77 |
| Debtor2: | Shawn Jaclyn Gourley | Fees, costs due: | 3,509.66 | Escrow deficiency for funds advanced | 16,986.58 | Private mortgage insurance: | 0.00 |
| Last 4 digits to identify | 1995 | Escrow deficiency for funds advanced: | 16,986.58 | Projected escrow shortage | 980.31 | Total monthly payment: | 783.99 |
| Creditor | Ditech Financial LLC | Less total funds on hand: | 550.77 | Less funds on hand: - | 550.77 | | |
| Servicer | Ditech Financial LLC | Total Debt: | 86,725.69 | Total prepetition arrearage: | 36,471.26 | | |
| Fixed accrual/daily simple interest/other: | Fixed Accrual | | | | | | |

Documentation provided is in support of right to seek a lift of stay and foreclose if necessary.

**PART 5: LOAN PAYMENT HISTORY FROM FIRST DATE OF DEFAULT**

| | Account Activity | | | | | How Funds Were Applied/Amount Incurred | | | | | | Balance after amount Received or Incurred | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A. | B. | C. | D. | E. | F. | G. | H. | I. | J. | K. | L. | M. | N. | O. | P. | Q. |
| Date | Contractual Payment Amount | Funds Received | Amount incurred | Description | Contractual due date | Prin, Int & esc past due balance | Amount to principal | Amount to interest | Amount to Escrow | Amount to fees or charges | Unapplied funds | Principal Balance | Accured interest balance | Escrow balance | Fees/charges balance | Unapplied funds balance |
| | | | | | | | | | | | | $56,743.16 | | -$6,736.14 | $0.00 | $195.96 |
| 09/23/11 | | | $1,150.00 | Attorney Fees | | $0.00 | | | | $1,150.00 | | $56,743.16 | | -$6,736.14 | $1,150.00 | $195.96 |
| 09/26/11 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $1,165.00 | $195.96 |
| 10/19/11 | | | $138.00 | Sheriff Costs | | $0.00 | | | | $138.00 | | $56,743.16 | | -$6,736.14 | $1,303.00 | $195.96 |
| 10/20/11 | | | $1.36 | Publication Costs | | $0.00 | | | | $1.36 | | $56,743.16 | | -$6,736.14 | $1,304.36 | $195.96 |
| 10/31/11 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $1,319.36 | $195.96 |
| 11/21/11 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $1,334.36 | $195.96 |
| 12/15/11 | | | $575.00 | Attorney Fees | | $0.00 | | | | $575.00 | | $56,743.16 | | -$6,736.14 | $1,909.36 | $195.96 |
| 01/05/12 | | | $225.00 | Attorney Costs | | $0.00 | | | | $225.00 | | $56,743.16 | | -$6,736.14 | $2,134.36 | $195.96 |
| 01/27/12 | | | $138.00 | Sheriff Costs | | $0.00 | | | | $138.00 | | $56,743.16 | | -$6,736.14 | $2,272.36 | $195.96 |
| 01/28/12 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $2,287.36 | $195.96 |
| 02/22/12 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $2,302.36 | $195.96 |
| 10/25/12 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $2,317.36 | $195.96 |
| 06/30/13 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $2,332.36 | $195.96 |
| 07/31/13 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $2,347.36 | $195.96 |
| 08/20/13 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $2,362.36 | $195.96 |
| 09/17/13 | | | $15.00 | Property Inspection | | $0.00 | | | | $15.00 | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 06/01/15 | $611.56 | | | Monthly Mortgage Payment Due | 06/01/15 | $611.56 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 07/01/15 | $611.56 | | | Monthly Mortgage Payment Due | 06/01/15 | $1,223.12 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 08/01/15 | $611.56 | | | Monthly Mortgage Payment Due | 06/01/15 | $1,834.68 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 09/01/15 | $611.56 | | | Monthly Mortgage Payment Due | 06/01/15 | $2,446.24 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 10/01/15 | $611.56 | | | Monthly Mortgage Payment Due | 06/01/15 | $3,057.80 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 11/01/15 | $611.56 | | | Monthly Mortgage Payment Due | 06/01/15 | $3,669.36 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 12/01/15 | $611.56 | | | Monthly Mortgage Payment Due | 06/01/15 | $4,280.92 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01/01/16 | $611.56 | | | Monthly Mortgage Payment Due | 06/01/15 | $4,892.48 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 02/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 06/01/15 | $5,349.70 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 03/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 06/01/15 | $5,806.92 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 04/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 06/01/15 | $6,264.14 | | | | | | $56,743.16 | | -$6,736.14 | $2,377.36 | $195.96 |
| 04/04/16 | | | $872.88 | Escrow Disbursement | 06/01/15 | $6,264.14 | | | -$872.88 | | | $56,743.16 | | -$7,609.02 | $2,377.36 | $195.96 |
| 04/08/16 | | $69.56 | | Payment | 06/01/15 | $6,264.14 | | | | | $69.56 | $56,743.16 | | -$7,609.02 | $2,377.36 | $265.52 |
| 04/19/16 | | $630.28 | | Payment | 06/01/15 | $5,652.58 | $132.13 | $325.09 | $154.34 | | $18.72 | $56,611.03 | | -$7,454.68 | $2,377.36 | $284.24 |
| 04/19/16 | | $509.02 | | Payment | 07/01/15 | $5,652.58 | | | | | $509.02 | $56,611.03 | | -$7,454.68 | $2,377.36 | $793.26 |
| 04/21/16 | | $19.86 | | Payment | 07/01/15 | $5,652.58 | | | | | $19.86 | $56,611.03 | | -$7,454.68 | $2,377.36 | $813.12 |
| 05/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 07/01/15 | $6,109.80 | | | | | | $56,611.03 | | -$7,454.68 | $2,377.36 | $813.12 |
| 05/11/16 | | $630.28 | | Payment | 07/01/15 | $5,498.24 | $132.89 | $324.33 | $154.34 | | $18.72 | $56,478.14 | | -$7,300.34 | $2,377.36 | $831.84 |
| 05/11/16 | | $314.37 | | Payment | 08/01/15 | $5,498.24 | | | | | $314.37 | $56,478.14 | | -$7,300.34 | $2,377.36 | $1,146.21 |
| 05/31/16 | | | | Funds Application | 08/01/15 | $4,886.68 | $133.65 | $323.57 | $154.34 | | -$611.56 | $56,344.49 | | -$7,146.00 | $2,377.36 | $534.65 |
| 06/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 09/01/15 | $5,343.90 | | | | | | $56,344.49 | | -$7,146.00 | $2,377.36 | $534.65 |
| 06/14/16 | | $630.28 | | Payment | 09/01/15 | $5,343.90 | | | | | $630.28 | $56,344.49 | | -$7,146.00 | $2,377.36 | $1,164.93 |
| 06/14/16 | | $314.37 | | Payment | 09/01/15 | $5,343.90 | | | | | $314.37 | $56,344.49 | | -$7,146.00 | $2,377.36 | $1,479.30 |
| 06/21/16 | | | | Funds Application | 09/01/15 | $4,732.34 | $134.41 | $322.81 | $154.34 | | -$611.56 | $56,210.08 | | -$6,991.66 | $2,377.36 | $867.74 |
| 07/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 10/01/15 | $5,189.56 | | | | | | $56,210.08 | | -$6,991.66 | $2,377.36 | $867.74 |
| 07/11/16 | | $630.28 | | Payment | 10/01/15 | $5,189.56 | | | | | $630.28 | $56,210.08 | | -$6,991.66 | $2,377.36 | $1,498.02 |
| 07/11/16 | | $314.37 | | Payment | 10/01/15 | $5,189.56 | | | | | $314.37 | $56,210.08 | | -$6,991.66 | $2,377.36 | $1,812.39 |
| 07/19/16 | | | $2,009.00 | Escrow Disbursement | 10/01/15 | $5,189.56 | | | -$2,009.00 | | | $56,210.08 | | -$9,000.66 | $2,377.36 | $1,812.39 |
| 08/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 10/01/15 | $5,646.78 | | | | | | $56,210.08 | | -$9,000.66 | $2,377.36 | $1,812.39 |
| 09/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 10/01/15 | $6,104.00 | | | | | | $56,210.08 | | -$9,000.66 | $2,377.36 | $1,812.39 |
| 09/16/16 | | | | Funds Application | 10/01/15 | $4,880.88 | $135.18 | $322.04 | $154.34 | | -$1,223.12 | $56,074.90 | | -$8,846.32 | $2,377.36 | $589.27 |
| 09/16/16 | | | | Funds Application | 11/01/15 | $4,880.88 | $135.96 | $321.26 | $154.34 | | | $55,938.94 | | -$8,691.98 | $2,377.36 | $589.27 |
| 10/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 12/01/15 | $5,338.10 | | | | | | $55,938.94 | | -$8,691.98 | $2,377.36 | $589.27 |
| 10/26/16 | | $9.81 | | Payment | 12/01/15 | $5,338.10 | | | | | $9.81 | $55,938.94 | | -$8,691.98 | $2,377.36 | $599.08 |
| 11/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 12/01/15 | $5,795.32 | | | | | | $55,938.94 | | -$8,691.98 | $2,377.36 | $599.08 |
| 11/01/16 | | | $872.88 | Escrow Disbursement | 12/01/15 | $5,795.32 | | | -$872.88 | | | $55,938.94 | | -$9,564.86 | $2,377.36 | $599.08 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/01/16 | $457.22 | | | Monthly Mortgage Payment Due | 12/01/15 | $6,252.54 | | | | | | $55,938.94 | | -$9,564.86 | $2,377.36 | $599.08 |
| 12/02/16 | | | | Misapplication Reversal | 11/01/15 | $6,864.10 | -$135.96 | -$321.26 | -$154.34 | | $611.56 | $56,074.90 | | -$9,719.20 | $2,377.36 | $1,210.64 |
| 12/02/16 | | | | Misapplication Reversal | 10/01/15 | $7,475.66 | -$135.18 | -$322.04 | -$154.34 | | $611.56 | $56,210.08 | | -$9,873.54 | $2,377.36 | $1,822.20 |
| 12/02/16 | | | | Misapplication Reversal | 09/01/15 | $8,087.22 | -$134.41 | -$322.81 | -$154.34 | | $611.56 | $56,344.49 | | -$10,027.88 | $2,377.36 | $2,433.76 |
| 12/05/16 | | | | Funds Application | 09/01/15 | $8,087.22 | | | $2,030.07 | | -$2,030.07 | $56,344.49 | | -$7,997.81 | $2,377.36 | $403.69 |
| 12/22/16 | | | $15.00 | Property Inspection | 09/01/15 | $8,087.22 | | | | $15.00 | | $56,344.49 | | -$7,997.81 | $2,392.36 | $403.69 |
| 01/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 09/01/15 | $8,544.44 | | | | | | $56,344.49 | | -$7,997.81 | $2,392.36 | $403.69 |
| 01/17/17 | | | $22.86 | Late Charge | 09/01/15 | $8,544.44 | | | | $22.86 | | $56,344.49 | | -$7,997.81 | $2,415.22 | $403.69 |
| 02/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 09/01/15 | $9,001.66 | | | | | | $56,344.49 | | -$7,997.81 | $2,415.22 | $403.69 |
| 02/16/17 | | | $22.86 | Late Charge | 09/01/15 | $9,001.66 | | | | $22.86 | | $56,344.49 | | -$7,997.81 | $2,438.08 | $403.69 |
| 02/17/17 | | $801.22 | | Payment | 09/01/15 | $9,001.66 | | | | | $801.22 | $56,344.49 | | -$7,997.81 | $2,438.08 | $1,204.91 |
| 02/17/17 | | | | Funds Application | 09/01/15 | $8,390.10 | $134.41 | $322.81 | $154.34 | | -$611.56 | $56,210.08 | | -$7,843.47 | $2,438.08 | $593.35 |
| 03/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 10/01/15 | $8,847.32 | | | | | | $56,210.08 | | -$7,843.47 | $2,438.08 | $593.35 |
| 03/16/17 | | | $22.86 | Late Charge | 10/01/15 | $8,847.32 | | | | $22.86 | | $56,210.08 | | -$7,843.47 | $2,460.94 | $593.35 |
| 03/23/17 | | $801.22 | | Payment | 10/01/15 | $8,847.32 | | | | | $801.22 | $56,210.08 | | -$7,843.47 | $2,460.94 | $1,394.57 |
| 03/23/17 | | | | Funds Application | 10/01/15 | $7,624.20 | $135.18 | $322.04 | $154.34 | | -$1,223.12 | $56,074.90 | | -$7,689.13 | $2,460.94 | $171.45 |
| 03/23/17 | | | | Funds Application | 11/01/15 | $7,624.20 | $135.96 | $321.26 | $154.34 | | | $55,938.94 | | -$7,534.79 | $2,460.94 | $171.45 |
| 04/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 12/01/15 | $8,081.42 | | | | | | $55,938.94 | | -$7,534.79 | $2,460.94 | $171.45 |
| 04/17/17 | | | $22.86 | Late Charge | 12/01/15 | $8,081.42 | | | | $22.86 | | $55,938.94 | | -$7,534.79 | $2,483.80 | $171.45 |
| 04/20/17 | | | $888.31 | Escrow Disbursement | 12/01/15 | $8,081.42 | | | -$888.31 | | | $55,938.94 | | -$8,423.10 | $2,483.80 | $171.45 |
| 04/22/17 | | $801.22 | | Payment | 12/01/15 | $8,081.42 | | | | | $801.22 | $55,938.94 | | -$8,423.10 | $2,483.80 | $972.67 |
| 04/22/17 | | | | Funds Application | 12/01/15 | $7,469.86 | $136.74 | $320.48 | $154.34 | | -$611.56 | $55,802.20 | | -$8,268.76 | $2,483.80 | $361.11 |
| 05/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 01/01/16 | $7,927.08 | | | | | | $55,802.20 | | -$8,268.76 | $2,483.80 | $361.11 |
| 05/16/17 | | | $22.86 | Late Charge | 01/01/16 | $7,927.08 | | | | $22.86 | | $55,802.20 | | -$8,268.76 | $2,506.66 | $361.11 |
| 05/31/17 | | $801.22 | | Payment | 01/01/16 | $7,927.08 | | | | | $801.22 | $55,802.20 | | -$8,268.76 | $2,506.66 | $1,162.33 |
| 06/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 01/01/16 | $8,384.30 | | | | | | $55,802.20 | | -$8,268.76 | $2,506.66 | $1,162.33 |
| 07/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 01/01/16 | $8,841.52 | | | | | | $55,802.20 | | -$8,268.76 | $2,506.66 | $1,162.33 |
| 07/13/17 | | | | Funds Application | 01/01/16 | $8,229.96 | $137.52 | $319.70 | $154.34 | | -$611.56 | $55,664.68 | | -$8,114.42 | $2,506.66 | $550.77 |
| 07/20/17 | | | $1,980.00 | Escrow Disbursement | 02/01/16 | $8,229.96 | | | -$1,980.00 | | | $55,664.68 | | -$10,094.42 | $2,506.66 | $550.77 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 08/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $8,687.18 | | | | | | $55,664.68 | | -$10,094.42 | $2,506.66 | $550.77 |
| 09/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $9,144.40 | | | | | | $55,664.68 | | -$10,094.42 | $2,506.66 | $550.77 |
| 10/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $9,601.62 | | | | | | $55,664.68 | | -$10,094.42 | $2,506.66 | $550.77 |
| 10/12/17 | | | $888.31 | Escrow Disbursement | 02/01/16 | $9,601.62 | | | -$888.31 | | | $55,664.68 | | -$10,982.73 | $2,506.66 | $550.77 |
| 11/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $10,058.84 | | | | | | $55,664.68 | | -$10,982.73 | $2,506.66 | $550.77 |
| 12/01/17 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $10,516.06 | | | | | | $55,664.68 | | -$10,982.73 | $2,506.66 | $550.77 |
| 12/18/17 | | | $15.00 | Property Inspection | 02/01/16 | $10,516.06 | | | | $15.00 | | $55,664.68 | | -$10,982.73 | $2,521.66 | $550.77 |
| 01/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $10,973.28 | | | | | | $55,664.68 | | -$10,982.73 | $2,521.66 | $550.77 |
| 01/15/18 | | | $15.00 | Property Inspection | 02/01/16 | $10,973.28 | | | | $15.00 | | $55,664.68 | | -$10,982.73 | $2,536.66 | $550.77 |
| 02/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $11,430.50 | | | | | | $55,664.68 | | -$10,982.73 | $2,536.66 | $550.77 |
| 02/14/18 | | | $15.00 | Property Inspection | 02/01/16 | $11,430.50 | | | | $15.00 | | $55,664.68 | | -$10,982.73 | $2,551.66 | $550.77 |
| 03/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $11,887.72 | | | | | | $55,664.68 | | -$10,982.73 | $2,551.66 | $550.77 |
| 04/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $12,344.94 | | | | | | $55,664.68 | | -$10,982.73 | $2,551.66 | $550.77 |
| 04/05/18 | | | $993.62 | Escrow Disbursement | 02/01/16 | $12,344.94 | | | -$993.62 | | | $55,664.68 | | -$11,976.35 | $2,551.66 | $550.77 |
| 04/16/18 | | | $15.00 | Property Inspection | 02/01/16 | $12,344.94 | | | | $15.00 | | $55,664.68 | | -$11,976.35 | $2,566.66 | $550.77 |
| 05/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $12,802.16 | | | | | | $55,664.68 | | -$11,976.35 | $2,566.66 | $550.77 |
| 05/14/18 | | | $15.00 | Property Inspection | 02/01/16 | $12,802.16 | | | | $15.00 | | $55,664.68 | | -$11,976.35 | $2,581.66 | $550.77 |
| 06/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $13,259.38 | | | | | | $55,664.68 | | -$11,976.35 | $2,581.66 | $550.77 |
| 06/13/18 | | | $15.00 | Property Inspection | 02/01/16 | $13,259.38 | | | | $15.00 | | $55,664.68 | | -$11,976.35 | $2,596.66 | $550.77 |
| 06/28/18 | | | $2,082.61 | Escrow Disbursement | 02/01/16 | $13,259.38 | | | -$2,082.61 | | | $55,664.68 | | -$14,058.96 | $2,596.66 | $550.77 |
| 07/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $13,716.60 | | | | | | $55,664.68 | | -$14,058.96 | $2,596.66 | $550.77 |
| 07/16/18 | | | $15.00 | Property Inspection | 02/01/16 | $13,716.60 | | | | $15.00 | | $55,664.68 | | -$14,058.96 | $2,611.66 | $550.77 |
| 07/18/18 | | | $1,934.00 | Escrow Disbursement | 02/01/16 | $13,716.60 | | | -$1,934.00 | | | $55,664.68 | | -$15,992.96 | $2,611.66 | $550.77 |
| 08/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $14,173.82 | | | | | | $55,664.68 | | -$15,992.96 | $2,611.66 | $550.77 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 08/01/18 | | | $150.00 | Attorney Fees | 02/01/16 | $14,173.82 | | | | $150.00 | | $55,664.68 | | -$15,992.96 | $2,761.66 | $550.77 |
| 08/01/18 | | | $15.00 | Property Inspection | 02/01/16 | $14,173.82 | | | | $15.00 | | $55,664.68 | | -$15,992.96 | $2,776.66 | $550.77 |
| 08/14/18 | | | $225.00 | Attorney Fees | 02/01/16 | $14,173.82 | | | | $225.00 | | $55,664.68 | | -$15,992.96 | $3,001.66 | $550.77 |
| 09/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $14,631.04 | | | | | | $55,664.68 | | -$15,992.96 | $3,001.66 | $550.77 |
| 09/05/18 | | | $15.00 | Property Inspection | 02/01/16 | $14,631.04 | | | | $15.00 | | $55,664.68 | | -$15,992.96 | $3,016.66 | $550.77 |
| 10/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $15,088.26 | | | | | | $55,664.68 | | -$15,992.96 | $3,016.66 | $550.77 |
| 10/05/18 | | | $325.00 | Sale Costs | 02/01/16 | $15,088.26 | | | | $325.00 | | $55,664.68 | | -$15,992.96 | $3,341.66 | $550.77 |
| 10/10/18 | | | $15.00 | Property Inspection | | $15,088.26 | | | | $15.00 | | $55,664.68 | | -$15,992.96 | $3,356.66 | $550.77 |
| 10/11/18 | | | $138.00 | Sheriff Costs | 02/01/16 | $15,088.26 | | | | $138.00 | | $55,664.68 | | -$15,992.96 | $3,494.66 | $550.77 |
| 10/11/18 | | | $993.62 | Escrow Disbursement | 02/01/16 | $15,088.26 | | | -$993.62 | | | $55,664.68 | | -$16,986.58 | $3,494.66 | $550.77 |
| 11/01/18 | $457.22 | | | Monthly Mortgage Payment Due | 02/01/16 | $15,545.48 | | | | | | $55,664.68 | | -$16,986.58 | $3,494.66 | $550.77 |
| 11/12/18 | | | $15.00 | Property Inspection | 02/01/16 | $15,545.48 | | | | $15.00 | | $55,664.68 | | -$16,986.58 | $3,509.66 | $550.77 |

Prepared by: JENNIFER K. MULLINIX [redacted]

# NOTE

JUNE 06, 2003 [Date] | EVANSVILLE [City] | INDIANA [State]

5900 TWICKINHAM DR, EVANSVILLE, IN 47711
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. $ 69,600.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AMERICA'S WHOLESALE LENDER

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on AUGUST 01, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JULY 01, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. $ 457.22

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.



[redacted] SG by POA Shawn Gourley [redacted]

[redacted]

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

> If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.
>
> If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER / LENDER.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Justin Gourley by POA Shawn Courtney (Seal)
JUSTIN GOURLEY -Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
[redacted]
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.
DOING BUSINESS UNDER THE FICTITIOUS
BUSINESS NAME OF AMERICA'S WHOLESALE
LENDER, A NEW YORK CORPORATION
BY [redacted]
David A. Spector
Managing Director

(Seal) -Borrower
(Seal) -Borrower
[Sign Original Only]



[redacted] 1/13/2012 10:38:45 AM PAGE 3/041 [redacted]

RECORDER
VANDERBURGH COUNTY
BETTY KNIGHT SMITH

2003R00026559

06/11/2003 09:52AM

RECORDING FEE: $31.00
PAGES: 12

[redacted]

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
1800 Tapo Canyon
Simi Valley, CA 93063-6712

[redacted]

[Space Above This Line For Recording Data]

[redacted]

[Escrow/Closing #]

[redacted]

# MORTGAGE

[redacted]

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated JUNE 06, 2003 , together with all Riders to this document.
(B) **"Borrower"** is
JUSTIN GOURLEY, AND SHAWN GOURLEY, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.
(C) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) **"Lender"** is
AMERICA'S WHOLESALE LENDER
Lender is a CORPORATION
organized and existing under the laws of NEW YORK
Lender's address is
P.O. Box 660694, Dallas, TX 75266-0694



[redacted]

[redacted]

JG SG POA Shawn Gourley

[redacted]

(E) "Note" means the promissory note signed by Borrower and dated JUNE 06, 2003 . The Note states that Borrower owes Lender
SIXTY NINE THOUSAND SIX HUNDRED and 00/100
Dollars (U.S. $ 69,600.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2033 .
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| | | |
|---|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the
COUNTY of VANDERBURGH :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

JG by POA Shawn Gourley

SG

[redacted]

Parcel ID Number:
5900 TWICKINHAM DR, EVANSVILLE
[Street/City]
Indiana 47711 ("Property Address"):
[Zip Code]

which currently has the address of

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any



JG by PGA Shawn Gourley
SG

[redacted]

sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and



JG by POA Shawn Gourley
SG

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subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.



JG by POA Shawn Gourley
SG

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**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by any insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:



JG by POA Shawn Courley
SG

[redacted]

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



JG by POA Shawn Courtney
SG

[redacted]

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.



JG by POA Shawn Gourley
SG

[redacted]

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).



JG by POA Shawn Gourley

SG

[redacted]

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.**

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waiver of Valuation and Appraisement.** Borrower waives all right of valuation and appraisement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Justin Gourley by POA Shawn Gourley (Seal)
JUSTIN GOURLEY -Borrower

Shawn Gourley (Seal)
SHAWN GOURLEY -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF INDIANA, Vanderburgh [redacted] County ss:

On this 6 day of June 2003, before me, the undersigned, a Notary Public in and for said County, personally appeared Justin Gourley by Shawn Gourley who acknowledged herself to be Attorney in Fact Justin Gourley, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-21-11

Heath W. Watson
NOTARY PUBLIC INDIANA
VANDERBURGH COUNTY
My Commission Expires
April 21, 2011

Notary Public Heath W Watson
County of Residence: Vanderburgh

This instrument was prepared by:
J. MULLINIX
AMERICA'S WHOLESALE LENDER
100 MALLARD CREEK ROAD, LOUISVILLE, KY 40207-

SG JG by POA Shawn Gourley

Prepared by: J. MULLINIX

AMERICA'S WHOLESALE LENDER
[redacted]
100 MALLARD CREEK ROAD
LOUISVILLE, KY 40207-
(502)893-3835
Br Fax No.: (502)893-4483

DATE: 06/06/2003
CASE #:
DOC ID #: [redacted]
BORROWER: JUSTIN GOURLY
PROPERTY ADDRESS: 5900 TWICKINHAM DR
EVANSVILLE, IN. 47711

LEGAL DESCRIPTION EXHIBIT A

## LEGAL DESCRIPTION

The following described real estate located in Vanderburgh County, Indiana:

Lot Fourteen (14) in Melody Hill Subdivision No. 7, an Addition lying near the City of Evansville, as per plat thereof, recorded in Plat Book J, page 157 in the office of the Recorder of Vanderburgh County, Indiana.

Caption Real Estate is commonly known as: 5900 Twickinham Drive, Evansville, IN 47711

SG JG by POA Shaeron Gourley

FHA/VA/CONV
Legal Description Exhibit A
2C4041XX (11/01)

[redacted] [redacted]

[redacted]

* 2 0 1 2 R 0 0 0 1 5 0 6 5 2 *
RECORDER
VANDERBURGH COUNTY
Z TULEY
2012R00015065
06/18/2012 10:13AM
RECORDING FEES: $14.00
PAGES: 2

Recording Requested By:
Bank of America
Prepared By: Bank of America
800-444-4302
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036

[redacted]

Property Address:
5900 Twickinham Dr
Evansville, IN 47711-2052

[redacted] 6/6/2012

This space for Recorder's use

MIN #: [redacted] MERS Phone #: 888-679-6377

# ASSIGNMENT OF MORTGAGE

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICA'S WHOLESALE LENDER, the holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

| | |
|---|---|
| Original Lender: | MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICA'S WHOLESALE LENDER |
| Borrower(s): | JUSTIN GOURLEY, AND SHAWN GOURLEY, HUSBAND AND WIFE |
| Date of Mortgage: | 6/6/2003 |
| Original Loan Amount: | $69,600.00 |

Recorded in Vanderburgh County, IN on: 6/11/2003, book N/A, page N/A and instrument number 2003R00026559

Property Legal Description: Refer to legal description on original mortgage.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

JUN 06 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICA'S WHOLESALE LENDER

By: _____
Faith DeJesus
Assistant Secretary

[redacted]

State of California
County of Ventura

On JUN 06 2012 before me, Danielle E. Smith, Notary Public, personally appeared Faith DeJesus, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

DANIELLE E. SMITH
Commission # 1956864
Notary Public - California
Los Angeles County
My Comm. Expires Oct 16, 2015

Notary Public: Danielle E. Smith (Seal)
My Commission Expires: October 16, 2015

DocID# [redacted]

*2013R00022149 2*
RECORDER
VANDERBURGH COUNTY
Z TULEY
2013R00022149
08/13/2013 11:27AM
RECORDING FEES: $14.00
PAGES: 2

Recording Requested By:
Bank of America
Prepared By: Hambeik Sepani
800-444-4302

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

[redacted]

Property Address:
5900 Twickinham Dr
Evansville, IN 47711-2052

[redacted]

This space for Recorder's use

# ASSIGNMENT OF MORTGAGE

For Value Received, Bank of America, N.A., the holder of a Mortgage (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto GREEN TREE SERVICING LLC whose address is 7360 S. KYRENE ROAD, TEMPE, AZ 85283 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

| | |
|---|---|
| Original Lender: | MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICA'S WHOLESALE LENDER |
| Borrower(s): | JUSTIN GOURLEY, AND SHAWN GOURLEY, HUSBAND AND WIFE |
| Date of Mortgage: | 6/6/2003 |
| Original Loan Amount: | $69,600.00 |

Recorded in Vanderburgh County, IN on: 6/11/2003, book N/A, page N/A and instrument number 2003R00026559

Property Legal Description: Refer to legal description on original mortgage.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on JUL 30 2013

Bank of America, N.A.

By: _____
Elsa Chavez
Assistant Vice President

State of California
County of LOS ANGELES

On JUL 30 2013 before me, Jeffrey Yu, Notary Public, personally appeared Elsa Chavez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JEFFREY YU
COMM. #1961461
Notary Public - California
Los Angeles County
My Comm. Expires Nov. 19, 2015

Notary Public: Jeffrey Yu (Seal)
My Commission Expires: Nov. 19, 2015

[redacted]

# Delaware



*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"DITECH MORTGAGE CORP", A CALIFORNIA CORPORATION,

"DT HOLDINGS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "GREEN TREE SERVICING LLC" UNDER THE NAME OF "GREEN TREE SERVICING LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF AUGUST, A.D. 2015, AT 1:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2015, AT 12:05 O'CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: [redacted]

DATE: 08-13-15

[redacted]

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:35 PM 08/13/2015
FILED 01:35 PM 08/13/2015

# STATE OF DELAWARE
# CERTIFICATE OF MERGER

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned hereby executes the following Certificate of Merger:

**FIRST**: The surviving limited liability company is **Green Tree Servicing LLC**, a Delaware limited liability company, and the corporation and limited liability company being merged into this surviving limited liability company are:

**DT Holdings LLC**, a Delaware limited liability company, and
**Ditech Mortgage Corp**, a California corporation.

**SECOND:** The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations and limited liability companies pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**THIRD:** The name of the surviving limited liability company is hereby amended to **Ditech Financial LLC**, a Delaware limited liability company (as such surviving entity, the "Surviving Limited Liability Company").

**FOURTH:** The mergers are to become effective as of 12:05 AM EDT on August 31, 2015.

**FIFTH:** The Agreement and Plan of Merger is on file at 3000 Bayport Drive, Suite 880, Tampa, FL 33607, the principal place of business of the Surviving Limited Liability Company.

**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving Limited Liability Company on request, without cost, to any stockholder or member of the constituent corporations or limited liability companies, as applicable.

[The remainder of page intentionally left blank.]

**IN WITNESS WHEREOF,** said Surviving Limited Liability Company has caused this certificate to be signed by an authorized officer, the 4th day of August, 2015.

**GREEN TREE SERVICING LLC**

By: Wanda Lamb Lindow
Name: Wanda Lamb-Lindow
Title: Assistant Secretary

ditech®
PO Box 6172
Rapid City , SD 57709-6172

# Annual Escrow Account Disclosure Statement

**Statement Date:** 11/28/2018

[redacted]

JUSTIN GOURLEY
5900 TWICKINGHAM DR
EVANSVILLE IN 47711-2052

**Questions?**

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at **1-800-643-0202**
M–F 8am to 12am ET
Saturday 8am to 5pm ET
Sunday 1pm to 5pm ET

## SECTION 1 WHY AM I RECEIVING THIS STATEMENT?

We review your escrow account every year to ensure it is properly funded, based on your upcoming taxes and/or insurance premiums. This statement provides details of any changes in your escrow account and resulting changes to your mortgage payment.

Our review shows your escrow account has no shortage or surplus at this time. You have just enough funds to cover your minimum escrow balance. See Section 4 for details.

**Effective December 01, 2018, your monthly mortgage payment will be $783.99.**

## SECTION 2 WHY ARE MY PAYMENTS CHANGING?

Changes to monthly escrow amounts are common. They're often caused by a change in your taxes and/or insurance premiums. So even if you have a surplus in your account, your monthly escrow payment could increase. This table shows how your escrow and mortgage payments are changing.

| | Current Payment | Changes | New Payment |
|---|---|---|---|
| Due Date | 02/01/2016 | | 12/01/2018 |
| Principal and Interest | $457.22 | | $457.22 |
| Escrow Payment | $154.34 | ↑ $172.43 | $326.77 |
| **TOTAL** | **$611.56** | **↑ $172.43** | **$783.99** |

We use anticipated payments from your escrow account to determine your monthly escrow payment:

| | |
|---|---|
| Combined Property Insurance | $1,934.00 |
| Combined Taxes | $1,987.24 |
| **TOTAL OUTGOING PAYMENTS** | $3,921.24 ÷ 12 months = **$326.77 Monthly Escrow** |

## SECTION 3 WHAT DO I NEED TO DO?

- If you use automatic bill pay, please contact your bank to adjust your mortgage payment amount, due December 01, 2018.

## SECTION 4 HOW IS MY ESCROW SHORTAGE OR SURPLUS CALCULATED?

Every year, we analyze what you'll need to pay in taxes and/or insurance premiums. We then calculate the amount you'll likely need in escrow to pay these bills. To determine if you have enough funds in your escrow account, we use the formula below. The pre-petition deficiency and shortage is the amount claimed on the bankruptcy proof of claim minus any funds paid. This amount is also considered when identifying any escrow shortage or surplus.

| | | |
|---|---|---|
| Lowest Projected Balance | -$8,031.03 | (in gray below) |
| - Minimum Escrow Balance | $653.54 | (in gray below) |
| + Pre-Petition Deficiency and Shortage | $8,684.57 | |
| **Shortage Amount** | **$0.00** | |

Your escrow account has a minimum balance, as allowed by federal laws, state laws, or your mortgage contract. Your minimum balance includes up to two months of escrow payments to cover increases to your property taxes and/or homeowners insurance. Your minimum escrow balance is $653.54.

This table shows expected payments in and out of your account over the next 12 months:

| Date | What We Expect You to Pay to Escrow | What We Expect to Pay Out | Payment Description | Expected Balance | Balance Needed in Your Account |
|---|---|---|---|---|---|
| Beginning Balance | | | | -$7,704.26 | $980.31 |
| 12/18 | $326.77 | | | -$7,377.49 | $1,307.08 |
| 01/19 | $326.77 | | | -$7,050.72 | $1,633.85 |
| 02/19 | $326.77 | | | -$6,723.95 | $1,960.62 |
| 03/19 | $326.77 | | | -$6,397.18 | $2,287.39 |
| 04/19 | $326.77 | $993.62 | CNTY TX PARC | -$7,064.03 | $1,620.54 |
| 05/19 | $326.77 | | | -$6,737.26 | $1,947.31 |
| 06/19 | $326.77 | | | -$6,410.49 | $2,274.08 |
| 07/19 | $326.77 | | | -$6,083.72 | $2,600.85 |
| 08/19 | $326.77 | $1,934.00 | HAZARD INS | -$7,690.95 | $993.62 |
| 09/19 | $326.77 | | | -$7,364.18 | $1,320.39 |
| 10/19 | $326.77 | $993.62 | CNTY TX PARC | -$8,031.03 | $653.54 |
| 11/19 | $326.77 | | | -$7,704.26 | $980.31 |
| Ending Balance | | | | -$7,704.26 | $980.31 |
| TOTAL | $3,921.24 | $3,921.24 | | | |

## SECTION 5 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account. If we projected to pay out a significantly different amount, you'll see the difference noted in gray. These differences may impact whether you have enough funds in your escrow account.

| Date | What You Actually Paid to Escrow | | What We Expected You to Pay to Escrow | What We Actually Paid Out | What We Expected to Pay Out | Payment Description | Actual Balance | Expected Balance from Last Review |
|---|---|---|---|---|---|---|---|---|
| Beginning Balance | | | | | | | -$15,992.96 | $2,643.02 |
| 08/18 | | | $330.60 | | $1,980.00 | HAZARD INS | -$15,992.96 | $993.62 |
| 09/18 | | | $330.60 | | | | -$15,992.96 | $1,324.22 |
| 10/18 | | | $330.60 | $993.62 | $993.62 | CNTY TX PARC | -$16,986.58 | $661.20 |
| 11/18 | $9,282.32 | E | $330.60 | | | | -$7,704.26 | $991.80 |
| Ending Balance | | | | | | | -$7,704.26 | $991.80 |
| TOTAL | $9,282.32 | | $1,322.40 | $993.62 | $2,973.62 | | | |

E = estimated future payment

## SECTION 6 ADDITIONAL MESSAGES

**To the extent that you currently are protected by the automatic stay or have received a discharge from personal liability under the Bankruptcy Code, this Annual Escrow Account Disclosure Statement is for informational and/or compliance purposes only and is not a demand for payment from you personally or an attempt to impose personal liability. However, we retain the ability to enforce our lien on the property securing our loan, subject to applicable provisions of the Bankruptcy Code and other applicable law.**

**Codilis Law, LLC**
8050 Cleveland Place
Merrillville, IN 46410

[redacted]

## Foreclosure - Foreclosure Services - Judicial - INVOICE

Ditech Financial LLC - GTA

345 St Peter Street
St Paul, MN 55102

Re: GOURLEY JUSTIN
5900 TWICKINGHAM DR
EVANSVILLE, IN 47711

[redacted]

Cost Center:
CONV-FN Case No:
GSE Code:
GSE REO Rem. Code:
Entity Code:

[redacted]

| | |
|---|---|
| Invoice Status: | Check Requested |
| Input By: | Linda Haddix |
| Date Submitted: | 12/3/2018 |
| Invoice Date: | 11/30/2018 |

[redacted]

| | |
|---|---|
| Type: | Judicial |
| Referral Date | 6/14/2010 |
| Acquisition Date: | |
| Paid in Full Date: | N/A |
| Foreclosure Removal Date: | N/A |
| MS Status | N/A |
| Relief Requested Date | N/A |
| Protection Begin Date | N/A |
| Protection End Date | N/A |
| HiType | |
| Class Code | |
| First Legal Action: | N/A |
| Legal Action: | N/A |

[redacted]

Asset Number:
Approver Name: LESLIE PUIDA
Outsourcer: LPS Default Solutions

| SubmittedDate | 1st Reviewed Date | Last Reviewed | Accepted Date | Approved Date | Chk Requested | Chk Confirmed |
|---|---|---|---|---|---|---|
| 12/3/2018 | 12/14/2018 | 12/14/2018 | | 12/17/2018 | 12/17/2018 | |

| Fee Description(s) | W/H | Aff.Ind. | Item Date | Qty | Item Price | Orig. Billed | Adjust | Net |
|---|---|---|---|---|---|---|---|---|
| Attorney Fees - Cancel Sale | | | 08/14/2018 | 1 | $225.00 | $225.00 | $0.00 | $225.00 |
| **Note: (FNMA AAA) Re-praecipe sale; reschedule sale.** | | | | | | | | |
| **Service From Date: 8/14/2018** | | | **Service To Date: 8/14/2018** | | | | | |
| | | | | | | **$225.00** | **$0.00** | **$225.00** |

| Cost Description(s) | W/H | Aff.Ind. | Item Date | Qty | Item Price | Orig. Billed | Adjust | Net |
|---|---|---|---|---|---|---|---|---|
| Sale Costs - Sheriff Costs | | | 10/11/2018 | 1 | $138.00 | $138.00 | $0.00 | $138.00 |
| **Note: Sheriff Cost** | | | | | | | | |
| **Service From Date: 10/11/2018** | | | **Service To Date: 10/11/2018** | | | | | |
| Sale Costs - Sale Publication | | | 10/05/2018 | 1 | $325.00 | $325.00 | $0.00 | $325.00 |
| **Note: Sales Publication** | | | | | | | | |
| **Service From Date: 10/5/2018** | | | **Service To Date: 10/5/2018** | | | | | |
| Sale Costs - Sheriff Costs | | | 11/28/2018 | 1 | $10.00 | $10.00 | $0.00 | $10.00 |
| **Note: Sale Cancellation. Nonrecoverable** | | | | | | | | |
| **Service From Date: 11/28/2018** | | | **Service To Date: 11/28/2018** | | | | | |
| | | | | | | **$473.00** | **$0.00** | **$473.00** |

**Execution Date Time: 12/17/2018 08:42:42 PM**

**Codilis Law, LLC**
8050 Cleveland Place
Merrillville, IN 46410

[redacted]

## Foreclosure - Foreclosure Services - Judicial - INVOICE

Ditech Financial LLC - GTA

345 St Peter Street
St Paul, MN 55102

Re: GOURLEY JUSTIN
5900 TWICKINGHAM DR
EVANSVILLE, IN 47711

[redacted]

Cost Center:
CONV-FN Case No:
GSE Code:
GSE REO Rem. Code:
Entity Code:

[redacted]

Asset Number:
Approver Name: LESLIE PUIDA
Outsourcer: LPS Default Solutions

[redacted]

| | |
|---|---|
| Invoice Status: | Check Requested |
| Input By: | Linda Haddix |
| Date Submitted: | 8/30/2018 |
| Invoice Date: | 8/29/2018 |

[redacted]

| | |
|---|---|
| Type: | Judicial |
| Referral Date | 6/14/2010 |
| Acquisition Date: | |
| Paid in Full Date: | N/A |
| Foreclosure Removal Date: | N/A |
| MS Status | N/A |
| Relief Requested Date | N/A |
| Protection Begin Date | N/A |
| Protection End Date | N/A |
| HiType | |
| Class Code | |
| First Legal Action: | N/A |
| Legal Action: | 8/30/2010 |

| SubmittedDate | 1st Reviewed Date | Last Reviewed | Accepted Date | Approved Date | Chk Requested | Chk Confirmed |
|---|---|---|---|---|---|---|
| 8/30/2018 | | | | 9/13/2018 | 9/13/2018 | |

| Fee Description(s) | W/H | Aff.Ind. | Item Date | Qty | Item Price | Orig. Billed | Adjust | Net |
|---|---|---|---|---|---|---|---|---|
| Attorney Fees - Allowable | | | 08/01/2018 | 1 | $150.00 | $150.00 | $0.00 | $150.00 |

**Note: Amend Judgment. Fee approval attached**
**Service From Date: 8/1/2018** **Service To Date: 8/1/2018 12:00:00**

| | | | |
|---|---|---|---|
| | **$150.00** | **$0.00** | **$150.00** |
| **Total:** | **$150.00** | **$0.00** | **$150.00** |

**Invoice Level Exceptions**
None

**Invoice Level Comment**
None

**Execution Date Time:** 09/13/2018 10:11:14 PM

**Codilis Law, LLC**
8050 Cleveland Place
Merrillville, IN 46410

[redacted]

## Foreclosure - Foreclosure Services - Judicial - INVOICE

Ditech Financial LLC - GTA

345 St Peter Street
St Paul, MN 55102

Re: GOURLEY JUSTIN
5900 TWICKINGHAM DR
EVANSVILLE, IN 47711

[redacted]

Cost Center:
CONV-FN Case No:
GSE Code:
GSE REO Rem. Code:
Entity Code:

[redacted]

[redacted] ec eques e xc

Input By: Linda Haddix
Date Submitted: 2/21/2017
Invoice Date: 2/20/2017

[redacted]

Type: Judicial
Referral Date 6/14/2010

Acquisition Date:
Paid in Full Date: N/A
Foreclosure Removal Date: N/A

MS Status N/A
Relief Requested Date N/A
Protection Begin Date N/A
Protection End Date N/A
HiType
Class Code

[redacted]

Asset Number:
Approver Name: Thomas Clark
Outsourcer: LPS Default Solutions

First Legal Action: N/A
Legal Action: 8/30/2010

| SubmittedDate | 1st Reviewed Date | Last Reviewed | Accepted Date | Approved Date | Chk Requested | Chk Confirmed |
|---|---|---|---|---|---|---|
| 2/21/2017 | 3/3/2017 | 3/6/2017 | 3/6/2017 | 3/6/2017 | 3/6/2017 | |

| Fee Description(s) | W/H | Aff.Ind. | Item Date | Qty | Item Price | Orig. Billed | Adjust | Net |
|---|---|---|---|---|---|---|---|---|
| Attorney Fees - Allowable | | | 09/23/2011 | 1 | $1,150.00 | $1,150.00 | $0.00 | $1,150.00 |

**Note: Attorney Fee - Foreclosure - Authorized**
**Service From Date: 9/23/2011** **Service To Date: 9/23/2011**

| | | | |
|---|---|---|---|
| | **$1,150.00** | **$0.00** | **$1,150.00** |
| **Total:** | **$1,150.00** | **$0.00** | **$1,150.00** |

**Invoice Level Exceptions**
No Image Provided

**Invoice Level Comment**
None

**Execution Date Time: 03/06/2017 08:45:38 PM** **Pages: 1/ 1**

**Unterberg & Associates, P.C.**

8050 Cleveland Place
Merrillville, IN 46410 46410

[redacted]

**Foreclosure - Foreclosure Services - Judicial** **- INVOICE**

Bank of America, N.A.
7105 Corporate Drive
PTX B-35
Plano, TX 75024
Re.: JUSTIN GOURLEY
5900 TWICKINGHAM DR
EVANSVILLE, IN 47711 2052

[redacted]

| | |
|---|---|
| Invoice Status: | Check Confirmed(Exc) |
| Imput By: | Linda Haddix |
| Date Submitted: | 03/30/2012 |
| Invoice Date: | 03/29/2012 |

[redacted]

| | |
|---|---|
| Type: | Judicial |
| Referral Date: | 06/14/2010 |

[redacted]

| | |
|---|---|
| Loan Type: | FannieMae |
| Inv. ID/Cat. ID: | 0 / N/A |
| Cost Center: | |
| CONV-FN Case No: | |

| | |
|---|---|
| Acquisition Date: | N/A |
| Paid in Full Date: | N/A |
| Foreclosure Removal Date: | N/A |
| First Legal Action: | N/A |
| Legal Action: | 08/30/2010 |
| Sale Date: | N/A |
| Reason Sale Cancelled: | Sale Date Not Established |

[redacted]

| | |
|---|---|
| Asset Number: | 0 |
| Outsourcer: | |

| Submitted Date: | 1st Review Date: | Last Review Date: | Accepted Date: | Approved Date: | Chk Requested: | Chk Confirmed: |
|---|---|---|---|---|---|---|
| 03/30/2012 | 05/01/2012 | 05/01/2012 | N/A | 05/01/2012 | 05/02/2012 | 05/05/2012 |

| Cost Description(s) | Item Date | Qty | Item Price | Orig. Billed | Adjust | Net |
|---|---|---|---|---|---|---|
| Sale Costs - Sheriff Costs<br>**Service From Date:** N/A **Service To Date:** N/A | 01/27/2012 | 1 | $138.00 | $138.00 | $0.00 | $138.00 |
| Court Costs - Adjournment Costs<br>**Service From Date:** N/A **Service To Date:** N/A | 01/05/2012 | 1 | $225.00 | $225.00 | $0.00 | $225.00 |
| Sale Costs - Sale Publication<br>**Service From Date:** N/A **Service To Date:** N/A<br>Exceeds Life of Loan Total Allowable | 02/13/2012 | 1 | $325.00 | $325.00 | $0.00 | $325.00 |
| **Cost Total:** | | | | **$688.00** | **$0.00** | **$688.00** |
| **Total:** | | | | **$688.00** | **$0.00** | **$688.00** |

Invoice Level Exceptions

**Exceeds Life of Loan Total Allowable**

Invoice Level Comment

6,807

**Unterberg & Associates, P.C.**

8050 Cleveland Place
Merrillville, IN 46410 46410

[redacted]

**Foreclosure - Foreclosure Services - Judicial** **- INVOICE**

Bank of America, N.A.
7105 Corporate Drive
PTX B-35
Plano, TX 75024
Re.: JUSTIN GOURLEY
5900 TWICKINGHAM DR
EVANSVILLE, IN 47711 2052

[redacted]

| | |
|---|---|
| Invoice Status: | Check Confirmed |
| Imput By: | Linda Haddix |
| Date Submitted: | 12/16/2011 |
| Invoice Date: | 12/15/2011 |

[redacted]

| | |
|---|---|
| Type: | Judicial |
| Referral Date: | 06/14/2010 |

[redacted]

| | |
|---|---|
| Inv. ID/Cat. ID: | 0 / N/A |
| Cost Center: | |
| CONV-FN Case No: | |

| | |
|---|---|
| Acquisition Date: | N/A |
| Paid in Full Date: | N/A |
| Foreclosure Removal Date: | N/A |
| First Legal Action: | N/A |
| Legal Action: | 08/30/2010 |
| Sale Date: | N/A |
| Reason Sale Cancelled: | Sale Date Not Established |

[redacted]

Asset Number: 0
Outsourcer:

| Submitted Date: | 1st Review Date: | Last Review Date: | Accepted Date: | Approved Date: | Chk Requested: | Chk Confirmed: |
|---|---|---|---|---|---|---|
| 12/16/2011 | N/A | N/A | N/A | 12/16/2011 | 12/16/2011 | 12/21/2011 |

| Fee Description(s) | Item Date | Qty | Item Price | Orig. Billed | Adjust | Net |
|---|---|---|---|---|---|---|
| Attorney Fees - Allowable | 12/15/2011 | 1 | $575.00 | $575.00 | $0.00 | $575.00 |
| **Service From Date:** N/A **Service To Date:** N/A | | | | | | |
| **Fee Total:** | | | | $575.00 | $0.00 | $575.00 |

| Cost Description(s) | Item Date | Qty | Item Price | Orig. Billed | Adjust | Net |
|---|---|---|---|---|---|---|
| Sale Costs - Sheriff Costs | 10/19/2011 | 1 | $138.00 | $138.00 | $0.00 | $138.00 |
| **Service From Date:** N/A **Service To Date:** N/A | | | | | | |
| Sale Costs - Sale Publication | 10/20/2011 | 1 | $325.00 | $325.00 | $0.00 | $325.00 |
| **Service From Date:** N/A **Service To Date:** N/A | | | | | | |
| **Cost Total:** | | | | $463.00 | $0.00 | $463.00 |
| **Total:** | | | | $1,038.00 | $0.00 | $1,038.00 |

Invoice Level Exceptions

None

Invoice Level Comment

5,783

| Date Paid | Check # | Amount Paid | Unnapplied Fu | Payment Amount | | Interest | Escrow | | Actual Due Date |
|---|---|---|---|---|---|---|---|---|---|
| 11/30/12 | 330993 | $4,553.06 | $4,038.17 | $514.89 | $88.07 | $369.15 | $57.67 | $64,432.89 | 6/1/09 |
| | | | $3,523.28 | $514.89 | $88.58 | $368.64 | $57.67 | $64,344.82 | 7/1/09 |
| | | | $3,008.39 | $514.89 | $89.09 | $368.13 | $57.67 | $64,256.24 | 8/1/09 |
| | | | $2,493.50 | $514.89 | $89.60 | $367.62 | $57.67 | $64,167.16 | 9/1/09 |
| | | | $1,978.61 | $514.89 | $90.11 | $367.11 | $57.67 | $64,077.56 | 10/1/09 |
| | | | $1,463.72 | $514.89 | $90.63 | $366.59 | $57.67 | $63,987.45 | 11/1/09 |
| | | | $948.83 | $514.89 | $91.14 | $366.08 | $57.67 | $63,896.82 | 12/1/09 |
| | | | $433.94 | $514.89 | $91.67 | $365.55 | $57.67 | $63,805.67 | 1/1/10 |
| 12/31/12 | 332385 | $679.70 | $598.75 | $514.89 | $92.19 | $365.03 | $57.67 | $63,714.00 | 2/1/10 |
| 1/31/13 | 333847 | $835.33 | $919.19 | $514.89 | $92.72 | $364.50 | $57.67 | $63,621.81 | 3/1/10 |
| | | | $404.30 | $514.89 | $93.25 | $363.97 | $57.67 | $63,529.09 | 4/1/10 |
| 2/28/13 | 335310 | $877.52 | $766.93 | $514.89 | $93.79 | $363.43 | $57.67 | $63,435.84 | 5/1/10 |
| | | | $252.04 | $514.89 | $94.32 | $362.90 | $57.67 | $63,342.05 | 6/1/10 |
| 3/31/13 | 336740 | $885.31 | $622.46 | $514.89 | $94.86 | $362.36 | $57.67 | $63,247.73 | 7/1/10 |
| | | | $107.57 | $514.89 | $95.41 | $361.81 | $57.67 | $63,152.87 | 8/1/10 |
| 4/30/13 | 338143 | $885.31 | $477.99 | $514.89 | $95.95 | $361.27 | $57.67 | $63,057.46 | 9/1/10 |
| 5/31/13 | 339590 | $692.51 | $655.61 | $514.89 | $96.50 | $360.72 | $57.67 | $62,961.51 | 10/1/10 |
| | | | $140.72 | $514.89 | $97.06 | $360.16 | $57.67 | $62,865.01 | 11/1/10 |
| 6/30/13 | 341473 | $1,123.64 | $749.47 | $514.89 | $97.61 | $359.61 | $57.67 | $62,767.95 | 12/1/10 |
| | | | $234.58 | $514.89 | $98.17 | $359.05 | $57.67 | $62,670.34 | 1/1/11 |
| 7/31/13 | 343043 | $654.71 | $374.40 | $514.89 | $98.73 | $358.49 | $57.67 | $62,572.17 | 2/1/11 |
| 8/31/13 | 344732 | $902.87 | $762.38 | $514.89 | $99.30 | $357.92 | $57.67 | $62,473.44 | 3/1/11 |
| | | | $247.49 | $514.89 | $99.87 | $357.35 | $57.67 | $62,374.14 | 4/1/11 |
| 9/30/13 | 346295 | $1,104.27 | $836.87 | $514.89 | $100.44 | $356.78 | $57.67 | $62,274.27 | 5/1/11 |
| | | | $321.98 | $514.89 | $101.02 | $356.20 | $57.67 | $62,173.83 | 6/1/11 |
| 10/31/13 | 347925 | $887.92 | $695.01 | $514.89 | $101.59 | $355.63 | $57.67 | $62,072.81 | 7/1/11 |
| | | | $180.12 | $514.89 | $102.18 | $355.04 | $57.67 | $61,971.22 | 8/1/11 |
| 11/30/13 | 349433 | $690.26 | $355.49 | $514.89 | $102.76 | $354.46 | $57.67 | $61,869.04 | 9/1/11 |
| 12/31/13 | 351005 | $1,085.59 | $926.19 | $514.89 | $103.35 | $353.87 | $57.67 | $61,766.28 | 10/1/11 |
| | | | $411.30 | $514.89 | $103.94 | $353.28 | $57.67 | $61,662.93 | 11/1/11 |
| 1/31/14 | 352510 | $1,050.37 | $946.78 | $514.89 | $104.54 | $352.68 | $57.67 | $61,558.99 | 12/1/11 |
| | | | $431.89 | $514.89 | $105.14 | $352.08 | $57.67 | $61,454.45 | 1/1/12 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2/28/14 | 354028 | $887.92 | $804.92 | $514.89 | $105.74 | $351.48 | $57.67 | $61,349.31 | 2/1/12 |
| | | | $290.03 | $514.89 | $106.35 | $350.87 | $57.67 | $61,243.57 | 3/1/12 |
| 3/31/14 | 355677 | $887.92 | $566.39 | $611.56 | $106.95 | $350.27 | $154.34 | $61,137.22 | 4/1/12 |
| 4/30/14 | 357371 | $887.92 | $842.75 | $611.56 | $107.57 | $349.65 | $154.34 | $61,030.27 | 5/1/12 |
| | | | $231.19 | $611.56 | $108.18 | $349.04 | $154.34 | $60,922.70 | 6/1/12 |
| 5/31/14 | 358968 | $1,085.59 | $705.22 | $611.56 | $108.80 | $348.42 | $154.34 | $60,814.52 | 7/1/12 |
| | | | $93.66 | $611.56 | $109.43 | $347.79 | $154.34 | $60,705.72 | 8/1/12 |
| 6/30/14 | 360608 | $690.26 | $172.36 | $611.56 | $110.05 | $347.17 | $154.34 | $60,596.29 | 9/1/12 |
| 7/31/14 | 362157 | $887.92 | $448.72 | $611.56 | $110.68 | $346.54 | $154.34 | $60,486.24 | 10/1/12 |
| 8/31/14 | 363676 | $887.92 | $725.08 | $611.56 | $111.32 | $345.90 | $154.34 | $60,375.56 | 11/1/12 |
| | | | $113.52 | $611.56 | $111.96 | $345.26 | $154.34 | $60,264.24 | 12/1/12 |
| 9/30/14 | 365241 | $887.93 | $389.89 | $611.56 | $112.60 | $344.62 | $154.34 | $60,152.28 | 1/1/13 |
| 10/31/14 | 366632 | $1,083.50 | $861.83 | $611.56 | $113.24 | $343.98 | $154.34 | $60,039.68 | 2/1/13 |
| | | | $250.27 | $611.56 | $113.89 | $343.33 | $154.34 | $59,926.44 | 3/1/13 |
| 11/30/14 | 368162 | $630.28 | $268.99 | $611.56 | $114.54 | $342.68 | $154.34 | $59,812.55 | 4/1/13 |
| 12/31/14 | 369636 | $879.69 | $537.12 | $630.28 | $115.20 | $342.02 | $154.34 | $59,698.01 | 5/1/13 |
| 1/31/15 | 370929 | $1,011.51 | $937.07 | $630.28 | $115.86 | $341.36 | $154.34 | $59,582.81 | 6/1/13 |
| | | | $325.51 | $630.28 | $116.52 | $340.70 | $154.34 | $59,466.95 | 7/1/13 |
| 2/28/15 | 372419 | $886.25 | $600.20 | $630.28 | $117.19 | $340.03 | $154.34 | $59,350.43 | 8/1/13 |
| 3/31/15 | 373859 | $886.25 | $874.89 | $630.28 | $117.86 | $339.36 | $154.34 | $59,233.24 | 9/1/13 |
| | | | $263.33 | $630.28 | $118.54 | $338.68 | $154.34 | $59,115.38 | 10/1/13 |
| 4/30/15 | 375211 | $902.93 | $554.70 | $630.28 | $119.22 | $338.00 | $154.34 | $58,996.84 | 11/1/13 |
| 5/31/15 | 376744 | $934.27 | $877.41 | $630.28 | $119.90 | $337.32 | $154.34 | $58,877.62 | 12/1/13 |
| | | | $265.85 | $630.28 | $120.59 | $336.63 | $154.34 | $58,757.72 | 1/1/14 |
| 6/30/15 | 378057 | $934.27 | $588.56 | $630.28 | $121.28 | $335.94 | $154.34 | $58,637.13 | 2/1/14 |
| 7/31/15 | 379453 | $1,126.33 | $1,103.33 | $630.28 | $121.97 | $335.25 | $154.34 | $58,515.85 | 3/1/14 |
| | | | $491.77 | $630.28 | $122.67 | $334.55 | $154.34 | $58,393.88 | 4/1/14 |
| 8/31/15 | 380936 | $934.28 | $814.49 | $630.28 | $123.37 | $333.85 | $154.34 | $58,271.21 | 5/1/14 |
| | | | $202.93 | $630.28 | $124.08 | $333.14 | $154.34 | $58,147.84 | 6/1/14 |
| 9/30/15 | 382357 | $916.89 | $508.26 | $630.28 | $124.79 | $332.43 | $154.34 | $58,023.76 | 7/1/14 |
| 10/31/15 | 383729 | $1,139.30 | $1,036.00 | $630.28 | $125.51 | $331.71 | $154.34 | $57,898.97 | 8/1/14 |
| | | | $424.44 | $630.28 | $126.23 | $330.99 | $154.34 | $57,773.46 | 9/1/14 |
| 11/30/15 | 385022 | $918.84 | $731.72 | $630.28 | $126.95 | $330.27 | $154.34 | $57,647.23 | 10/1/14 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | $120.16 | $630.28 | $127.68 | $329.54 | $154.34 | $57,520.28 | 11/1/14 |
| 12/31/15 | 386376 | $944.65 | $453.25 | $630.28 | $128.41 | $328.81 | $154.34 | $57,392.60 | 12/1/14 |
| 1/31/16 | 387640 | $919.63 | $761.32 | $630.28 | $129.14 | $328.08 | $154.34 | $57,264.19 | 1/1/15 |
| | | | $149.76 | $630.28 | $129.88 | $327.34 | $154.34 | $57,135.05 | 2/1/15 |
| 2/29/16 | 388978 | $1,139.30 | $677.50 | $630.28 | $130.63 | $326.59 | $154.34 | $57,005.17 | 3/1/15 |
| | | | $65.94 | $630.28 | $131.38 | $325.84 | $154.34 | $56,874.54 | 4/1/15 |
| 3/31/16 | 390368 | $1,139.30 | $593.68 | $630.28 | $132.13 | $325.09 | $154.34 | $56,743.16 | 5/1/15 |
| 4/30/16 | 391535 | $944.65 | $926.77 | $630.28 | $132.89 | $324.33 | $154.34 | $56,611.03 | 6/1/15 |
| | | | $315.21 | $630.28 | $133.65 | $323.57 | $154.34 | $56,478.14 | 7/1/15 |
| 5/31/16 | 392909 | $944.65 | $648.30 | $630.28 | $134.41 | $322.81 | $154.34 | $56,344.49 | 8/1/15 |
| | | | $36.74 | $630.28 | $135.18 | $322.04 | $154.34 | $56,210.08 | 9/1/15 |
| 6/30/16 | 394150 | $944.65 | $369.83 | $630.28 | $135.96 | $321.26 | $154.34 | $56,074.90 | 10/1/15 |
| | | $44,173.17 | | | | | $8,597.40 | | 11/1/15 |

## Escrow Overview for Account: 38011995

| | |
|---|---|
| **Last Analysis Date:** | 04/18/2019 |
| **Next Analysis Date:** | 04/18/2020 |
| **Monthly Escrow Amount:** | $154.34 |
| **Current Escrow Balance:** | $0.00 |
| **Last Escrow Payment Amount:** | $154.34 |
| **Last Escrow Payment Effective Date:** | 04/18/2019 |
| **Next Escrow Payment Amount:** | $154.34 |
| **Next Escrow Payment Effective Date:** | 07/01/2019 |

## Escrow Analysis Activity

| Date | Description |
|---|---|
| 04/20/2019 | Escrow Analysis Completed |
| 11/30/2018 | Escrow Analysis Completed |
| 06/11/2018 | Escrow Analysis Completed |

**Please note: Your payment amount may have been affected by your most recent escrow analysis.*

## Future Escrow Activity

The projected insurance and/or tax payment dates are estimates only. Disbursements for tax and insurance occur approximately 20 days prior to the final due date. Payment dates may vary by tax jurisdiction or insurance carrier.

| Category | Description | Next Distribution Date | Next Distribution Amount | Parcel # / Policy # |
|---|---|---|---|---|
| County | VANDERBURGH COUNTY | 04/01/2020 | $1,013.15 | 820603002408014019 |
| County | VANDERBURGH COUNTY | 10/01/2019 | $1,013.15 | 820603002408014019 |

| Category | Description | Next Distribution Date | Next Distribution Amount | Parcel # / Policy # |
|---|---|---|---|---|
| Hazard | STATE FARM INSURANCE | 08/01/2019 | $1,934.00 | 14BJY7779 |

## Escrow History

| Date | Description | Check Number | Escrow Amount |
|---|---|---|---|
| 06/11/2019 | Escr Advance Repay | | ($154.34) |
| 06/11/2019 | Payments | | $154.34 |
| 05/09/2019 | Escr Advance Repay | | ($154.34) |
| 05/08/2019 | Escr Advance Repay | | ($154.34) |
| 05/08/2019 | Escr Advance Repay | | ($154.34) |
| 05/08/2019 | Payments | | $463.02 |
| 04/12/2019 | County Tax Disb | WIRE | ($1,013.15) |
| 04/12/2019 | Escrow Advance | | $1,013.15 |
| 04/09/2019 | Escr Advance Repay | | ($154.34) |
| 04/09/2019 | Escr Advance Repay | | ($154.34) |
| 04/09/2019 | Payments | | $308.68 |
| 03/08/2019 | Escr Advance Repay | | ($154.34) |
| 03/08/2019 | Payments | | $154.34 |
| 12/07/2018 | Escr Advance Repay | | ($550.77) |
| 12/06/2018 | Escrow Deposit | | $550.77 |
| 10/11/2018 | County Tax Disb | WIRE | ($993.62) |
| 10/11/2018 | Escrow Advance | | $993.62 |
| 07/18/2018 | Hazard Ins Disb | WIRE | ($1,934.00) |
| 07/18/2018 | Escrow Advance | | $1,934.00 |
| 06/28/2018 | Escrow Advance | | $2,082.61 |




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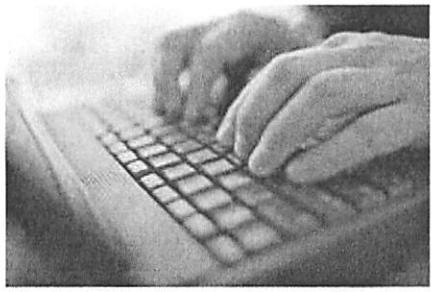
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## Payment History for Account: 38011995

From: 06/01/2013 - Present

See more details for a payment by clicking on the Details button. To view your past statements online visit the Statements page. **Visit the Statements page. (/Account/Statements).**

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 06/11/2019 | Payments | $143.13 | $314.09 | $154.34 | $0.00 | $0.00 |
| 06/10/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $423.53 |
| 06/06/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $783.99 |
| 05/08/2019 | Payments | $424.52 | $947.14 | $463.02 | $0.00 | $0.00 |
| 05/07/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $182.07 |
| 05/04/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $783.99 |
| 04/09/2019 | Payments | $279.00 | $635.44 | $308.68 | $0.00 | $0.00 |
| 04/08/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $1,385.91 |
| 04/04/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $153.99 |
| 03/08/2019 | Payments | $138.31 | $318.91 | $154.34 | $0.00 | $0.00 |
| 03/07/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $783.99 |
| 03/04/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.00 |
| 06/28/2018 | Reallocation | $0.00 | $0.00 | ($2,082.61) | $0.00 | ($2,901.89) |
| 05/31/2017 | Payments | $137.52 | $319.70 | $154.34 | $0.00 | $801.22 |
| 04/21/2017 | Payments | $136.74 | $320.48 | $154.34 | $0.00 | $801.22 |
| 03/22/2017 | Payments | $271.14 | $643.30 | $308.68 | $0.00 | $801.22 |
| 02/17/2017 | Payments | $134.41 | $322.81 | $154.34 | $0.00 | $801.22 |
| 12/05/2016 | Payments | $0.00 | $0.00 | $2,030.07 | $0.00 | $0.00 |
| 12/02/2016 | Reallocation | ($405.55) | ($966.11) | ($463.02) | $0.00 | $0.00 |
| 10/22/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $9.81 |
| 09/16/2016 | Payments | $271.14 | $643.30 | $308.68 | $0.00 | $0.00 |
| 07/11/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $314.37 |
| 07/05/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 06/21/2016 | Payments | $134.41 | $322.81 | $154.34 | $0.00 | $0.00 |
| 06/14/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $314.37 |
| 06/04/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 05/31/2016 | Payments | $133.65 | $323.57 | $154.34 | $0.00 | $0.00 |
| 05/11/2016 | Payments | $132.89 | $324.33 | $154.34 | $0.00 | $944.65 |
| 04/19/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $509.02 |
| 04/13/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $19.86 |
| 04/08/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $69.56 |
| 04/05/2016 | Payments | $132.13 | $325.09 | $154.34 | $0.00 | $630.28 |
| 03/11/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 03/10/2016 | Payments | $140.70 | $316.52 | $154.34 | $0.00 | $0.00 |
| 03/06/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 02/10/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 02/09/2016 | Payments | $139.90 | $317.32 | $154.34 | $0.00 | $0.00 |
| 02/04/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 01/14/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 01/13/2016 | Payments | $139.10 | $318.12 | $154.34 | $0.00 | $0.00 |
| 01/09/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 12/07/2015 | Payments | $138.31 | $318.91 | $154.34 | $0.00 | $0.00 |
| 12/04/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $918.84 |
| 11/11/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 11/10/2015 | Payments | $137.52 | $319.70 | $154.34 | $0.00 | $0.00 |
| 11/09/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $19.76 |
| 11/05/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 10/12/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 10/09/2015 | Payments | $136.74 | $320.48 | $154.34 | $0.00 | $0.00 |
| 10/05/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 09/08/2015 | Payments | $135.96 | $321.26 | $154.34 | $0.00 | $0.00 |
| 09/04/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 08/13/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 08/12/2015 | Payments | $135.18 | $322.04 | $154.34 | $0.00 | $0.00 |
| 08/09/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 07/09/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 07/08/2015 | Payments | $134.41 | $322.81 | $154.34 | $0.00 | $0.00 |
| 07/05/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 06/11/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $15.32 |
| 06/09/2015 | Payments | $133.65 | $323.57 | $154.34 | $0.00 | $0.00 |
| 06/04/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $934.27 |
| 05/08/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 05/07/2015 | Payments | $132.89 | $324.33 | $154.34 | $0.00 | $0.00 |
| 05/04/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 04/07/2015 | Payments | $263.51 | $650.93 | $308.68 | $0.00 | $0.00 |
| 04/06/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 03/10/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 03/09/2015 | Payments | $130.63 | $326.59 | $154.34 | $0.00 | $0.00 |
| 03/06/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 02/09/2015 | Payments | $129.88 | $327.34 | $154.34 | $0.00 | $0.00 |
| 02/05/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 01/23/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 01/15/2015 | Payments | $129.14 | $328.08 | $154.34 | $0.00 | $0.00 |
| 01/11/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 12/08/2014 | Payments | $128.41 | $328.81 | $154.34 | $0.00 | $0.00 |
| 12/04/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 11/12/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 11/11/2014 | Payments | $127.68 | $329.54 | $154.34 | $0.00 | $0.00 |
| 11/06/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 10/10/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 10/09/2014 | Payments | $126.95 | $330.27 | $154.34 | $0.00 | $0.00 |

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 10/05/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 09/10/2014 | Payments | $126.23 | $330.99 | $154.34 | $0.00 | $0.00 |
| 09/06/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 08/11/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 08/08/2014 | Payments | $125.51 | $331.71 | $154.34 | $0.00 | $0.00 |
| 08/02/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 07/07/2014 | Payments | $124.79 | $332.43 | $154.34 | $0.00 | $0.00 |
| 07/02/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $690.26 |
| 06/20/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $17.15 |
| 06/12/2014 | Payments | $124.08 | $333.14 | $154.34 | $0.00 | $0.00 |
| 06/05/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $1,085.59 |
| 05/07/2014 | Payments | $123.37 | $333.85 | $154.34 | $0.00 | $0.00 |
| 05/05/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 04/09/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 04/08/2014 | Payments | $122.67 | $334.55 | $154.34 | $0.00 | $0.00 |
| 04/06/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 03/07/2014 | Payments | $121.97 | $335.25 | $154.34 | $0.00 | $0.00 |
| 03/05/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 02/13/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 02/11/2014 | Payments | $121.28 | $335.94 | $154.34 | $0.00 | $0.00 |
| 02/07/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 01/07/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 01/06/2014 | Payments | $120.59 | $336.63 | $154.34 | $0.00 | $0.00 |
| 01/03/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 12/26/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $276.00 |
| 12/10/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 12/09/2013 | Payments | $119.90 | $337.32 | $154.34 | $0.00 | $0.00 |
| 12/05/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 11/08/2013 | Payments | $119.22 | $338.00 | $154.34 | $0.00 | $0.00 |

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 11/03/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 10/18/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 10/17/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 10/10/2013 | Payments | $3,377.30 | $10,796.52 | $0.00 | $0.00 | $14,173.82 |
| 10/08/2013 | Payments | $0.00 | $0.00 | $3,721.17 | $0.00 | $3,721.17 |
| 09/10/2013 | Payments | $198.03 | $716.41 | $115.34 | $0.00 | $0.00 |
| 09/07/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $902.87 |
| 08/06/2013 | Payments | $98.17 | $359.05 | $57.67 | $0.00 | $0.00 |
| 08/03/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $654.71 |
| 07/25/2013 | Payments | $194.67 | $719.77 | $115.34 | $0.00 | $0.00 |
| 07/24/2013 | Payments | $192.45 | $721.99 | $115.34 | $0.00 | $0.00 |
| 07/05/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $1,123.64 |
| 06/14/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $692.51 |
| 05/31/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $477.99 |




Low rates and award-winning customer service in one place? You bet. Look through our low refi rates and call to speak to a Home Loan Specialist now.

**Call 1-844-862-2757 (https://www.ditech.com/refinancing-now-is-the-time/?utm_source=Account&utm_medium=Banner&utm_campaign=Refinanceaccountbanner)**



It's 2019. Are you still filing your paper statements? Save time and paper by going digital with Online Billing. Download your statements and save them to your desktop, your device, or the cloud.

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Then you're going to need a new loan. We can help. Call to speak with a Home Loan Specialist about our competitive low rates.

**Call 1-844-862-2757 (https://www.ditech.com/homebuyer-get-preapproved/?utm_source=Account&utm_medium=Banner&utm_campaign=Purchaseaccountbanner)**



We want to know what you think. Tell us about your ditech experience in a 2-3 minute online survey. Click on the link below to start.

**Share Your Feedback With Us (https://www.research.net/r/BK5GDS8)**

| Date Paid | Check # | Payment Am | Unnapplied f | Principal | Principal2 | Interest | Escrow | Balance | Actual Due D |
|---|---|---|---|---|---|---|---|---|---|
| 11/30/12 | 330993 | $4,461.56 | $3,850.00 | $457.22 | $106.35 | $350.87 | $154.34 | $61,137.22 | 4/1/12 |
| | | | $3,238.44 | $457.22 | $106.95 | $350.27 | $154.34 | $61,030.27 | 5/1/12 |
| | | | $2,626.88 | $457.22 | $107.57 | $349.65 | $154.34 | $60,922.70 | 6/1/12 |
| | | | $2,015.32 | $457.22 | $108.18 | $349.04 | $154.34 | $60,814.52 | 7/1/12 |
| | | | $1,403.76 | $457.22 | $108.80 | $348.42 | $154.34 | $60,705.72 | 8/1/12 |
| | | | $792.20 | $457.22 | $109.43 | $347.79 | $154.34 | $60,596.29 | 9/1/12 |
| | | | $180.64 | $457.22 | $110.05 | $347.17 | $154.34 | $60,486.24 | 10/1/12 |
| 12/31/12 | 332385 | $611.56 | $180.64 | $457.22 | $110.68 | $346.54 | $154.34 | $60,375.56 | 11/1/12 |
| 1/31/13 | 333847 | $611.56 | $180.64 | $457.22 | $111.32 | $345.90 | $154.34 | $60,264.24 | 12/1/12 |
| 2/28/13 | 335310 | $611.56 | $180.64 | $457.22 | $111.96 | $345.26 | $154.34 | $60,152.28 | 1/1/13 |
| 3/31/13 | 336740 | $630.28 | $199.36 | $457.22 | $112.60 | $344.62 | $154.34 | $60,039.68 | 2/1/13 |
| 4/30/13 | 338143 | $630.28 | $218.08 | $457.22 | $113.24 | $343.98 | $154.34 | $59,926.44 | 3/1/13 |
| 5/31/13 | 339590 | $630.28 | $236.80 | $457.22 | $113.89 | $343.33 | $154.34 | $59,812.55 | 4/1/13 |
| 6/30/13 | 341473 | $1,042.48 | $649.00 | $457.22 | $114.54 | $342.68 | $173.06 | $59,698.01 | 5/1/13 |
| | | | $18.72 | $457.22 | $115.20 | $342.02 | $173.06 | $59,582.81 | 6/1/13 |
| 7/31/13 | 343043 | $630.28 | $18.72 | $457.22 | $115.86 | $341.36 | $173.06 | $59,466.95 | 7/1/13 |
| 8/31/13 | 344732 | $630.28 | $18.72 | $457.22 | $116.52 | $340.70 | $173.06 | $59,350.43 | 8/1/13 |
| 9/30/13 | 346295 | $630.28 | $18.72 | $457.22 | $117.19 | $340.03 | $173.06 | $59,233.24 | 9/1/13 |
| 10/31/13 | 347925 | $630.28 | $18.72 | $457.22 | $117.86 | $339.36 | $173.06 | $59,115.38 | 10/1/13 |
| 11/30/13 | 349433 | $630.28 | $18.72 | $457.22 | $118.54 | $338.68 | $173.06 | $58,996.84 | 11/1/13 |
| 12/31/13 | 351005 | $630.28 | $18.72 | $457.22 | $119.22 | $338.00 | $173.06 | $58,877.62 | 12/1/13 |
| 1/31/14 | 352510 | $630.28 | $18.72 | $457.22 | $119.90 | $337.32 | $173.06 | $58,757.72 | 1/1/14 |
| 2/28/14 | 354028 | $630.28 | $18.72 | $457.22 | $120.59 | $336.63 | $173.06 | $58,637.13 | 2/1/14 |
| 3/31/14 | 355677 | $630.28 | $18.72 | $457.22 | $121.28 | $335.94 | $173.06 | $58,515.85 | 3/1/14 |
| 4/30/14 | 357371 | $630.28 | $18.72 | $457.22 | $121.97 | $335.25 | $173.06 | $58,393.88 | 4/1/14 |
| 5/31/14 | 358968 | $630.28 | $18.72 | $457.22 | $122.67 | $334.55 | $173.06 | $58,271.21 | 5/1/14 |
| 6/30/14 | 360608 | $630.28 | $18.72 | $457.22 | $123.37 | $333.85 | $173.06 | $58,147.84 | 6/1/14 |
| 7/31/14 | 362157 | $630.28 | $18.72 | $457.22 | $124.08 | $333.14 | $173.06 | $58,023.76 | 7/1/14 |
| 8/31/14 | 363676 | $630.28 | $18.72 | $457.22 | $124.79 | $332.43 | $173.06 | $57,898.97 | 8/1/14 |
| 9/30/14 | 365241 | $630.28 | $18.72 | $457.22 | $125.51 | $331.71 | $173.06 | $57,773.46 | 9/1/14 |
| 10/31/14 | 366632 | $630.28 | $18.72 | $457.22 | $126.23 | $330.99 | $173.06 | $57,647.23 | 10/1/14 |
| 11/30/14 | 368162 | $630.28 | $18.72 | $457.22 | $126.95 | $330.27 | $173.06 | $57,520.28 | 11/1/14 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 12/31/14 | 369636 | $630.28 | $18.72 | $457.22 | $127.68 | $329.54 | $173.06 | $57,392.60 | 12/1/14 |
| 1/31/15 | 370929 | $630.28 | $18.72 | $457.22 | $128.41 | $328.81 | $173.06 | $57,264.19 | 1/1/15 |
| 2/28/15 | 372419 | $630.28 | $18.72 | $457.22 | $129.14 | $328.08 | $173.06 | $57,135.05 | 2/1/15 |
| 3/31/15 | 373859 | $630.28 | $18.72 | $457.22 | $129.88 | $327.34 | $173.06 | $57,005.17 | 3/1/15 |
| 4/30/15 | 375211 | $630.28 | $18.72 | $457.22 | $130.63 | $326.59 | $173.06 | $56,874.54 | 4/1/15 |
| 5/31/15 | 376744 | $630.28 | $18.72 | $457.22 | $131.38 | $325.84 | $173.06 | $56,743.16 | 5/1/15 |
| 6/30/15 | 378057 | $630.28 | $18.72 | $457.22 | $132.13 | $325.09 | $173.06 | $56,611.03 | 6/1/15 |
| 7/31/15 | 379453 | $630.28 | $18.72 | $457.22 | $132.89 | $324.33 | $173.06 | $56,478.14 | 7/1/15 |
| 8/31/15 | 380936 | $630.28 | $18.72 | $457.22 | $133.65 | $323.57 | $173.06 | $56,344.49 | 8/1/15 |
| 9/30/15 | 382357 | $630.28 | $18.72 | $457.22 | $134.41 | $322.81 | $173.06 | $56,210.08 | 9/1/15 |
| 10/31/15 | 383729 | $630.28 | $18.72 | $457.22 | $135.18 | $322.04 | $173.06 | $56,074.90 | 10/1/15 |
| 11/30/15 | 385022 | $630.28 | $18.72 | $457.22 | $135.96 | $321.26 | $173.06 | $55,938.94 | 11/1/15 |
| 12/31/15 | 386376 | $630.28 | $18.72 | $457.22 | $136.74 | $320.48 | $173.06 | $55,802.20 | 12/1/15 |
| 1/31/16 | 387640 | $630.28 | $18.72 | $457.22 | $137.52 | $319.70 | $173.06 | $55,664.68 | 1/1/16 |
| 2/29/16 | 388978 | $630.28 | $18.72 | $457.22 | $138.31 | $318.91 | $173.06 | $55,526.37 | 2/1/16 |
| 3/31/16 | 390368 | $630.28 | $18.72 | $457.22 | $139.10 | $318.12 | $173.06 | $55,387.27 | 3/1/16 |
| 4/30/16 | 391535 | $630.28 | $18.72 | $457.22 | $139.90 | $317.32 | $173.06 | $55,247.37 | 4/1/16 |
| 5/31/16 | 392909 | $630.28 | $18.72 | $457.22 | $140.70 | $316.52 | $173.06 | $55,106.67 | 5/1/16 |
| 6/30/16 | 394150 | $630.28 | $18.72 | $457.22 | $141.50 | $315.72 | $173.06 | $54,965.17 | 6/1/16 |
| 10/17/16 | 398880 | $9.81 | $28.53 | | | | $8,582.70 | | |

| Date Paid | Check # | Payment Am | Unnapplied F | Principal | Principal2 | Interest | Escrow | Balance | Actual Due D |
|---|---|---|---|---|---|---|---|---|---|
| 11/30/12 | 330993 | $4,461.56 | $3,850.00 | $457.22 | $106.35 | $350.87 | $154.34 | $61,137.22 | 4/1/12 |
| | | | $3,238.44 | $457.22 | $106.95 | $350.27 | $154.34 | $61,030.27 | 5/1/12 |
| | | | $2,626.88 | $457.22 | $107.57 | $349.65 | $154.34 | $60,922.70 | 6/1/12 |
| | | | $2,015.32 | $457.22 | $108.18 | $349.04 | $154.34 | $60,814.52 | 7/1/12 |
| | | | $1,403.76 | $457.22 | $108.80 | $348.42 | $154.34 | $60,705.72 | 8/1/12 |
| | | | $792.20 | $457.22 | $109.43 | $347.79 | $154.34 | $60,596.29 | 9/1/12 |
| | | | $180.64 | $457.22 | $110.05 | $347.17 | $154.34 | $60,486.24 | 10/1/12 |
| 12/31/12 | 332385 | $611.56 | $180.64 | $457.22 | $110.68 | $346.54 | $154.34 | $60,375.56 | 11/1/12 |
| 1/31/13 | 333847 | $611.56 | $180.64 | $457.22 | $111.32 | $345.90 | $154.34 | $60,264.24 | 12/1/12 |
| 2/28/13 | 335310 | $611.56 | $180.64 | $457.22 | $111.96 | $345.26 | $154.34 | $60,152.28 | 1/1/13 |
| 3/31/13 | 336740 | $630.28 | $199.36 | $457.22 | $112.60 | $344.62 | $154.34 | $60,039.68 | 2/1/13 |
| 4/30/13 | 338143 | $630.28 | $218.08 | $457.22 | $113.24 | $343.98 | $154.34 | $59,926.44 | 3/1/13 |
| 5/31/13 | 339590 | $630.28 | $236.80 | $457.22 | $113.89 | $343.33 | $154.34 | $59,812.55 | 4/1/13 |
| 6/30/13 | 341473 | $1,042.48 | $667.72 | $457.22 | $114.54 | $342.68 | $154.34 | $59,698.01 | 5/1/13 |
| | | | $56.16 | $457.22 | $115.20 | $342.02 | $154.34 | $59,582.81 | 6/1/13 |
| 7/31/13 | 343043 | $630.28 | $74.88 | $457.22 | $115.86 | $341.36 | $154.34 | $59,466.95 | 7/1/13 |
| 8/31/13 | 344732 | $630.28 | $93.60 | $457.22 | $116.52 | $340.70 | $154.34 | $59,350.43 | 8/1/13 |
| 9/30/13 | 346295 | $630.28 | $112.32 | $457.22 | $117.19 | $340.03 | $154.34 | $59,233.24 | 9/1/13 |
| 10/31/13 | 347925 | $630.28 | $131.04 | $457.22 | $117.86 | $339.36 | $154.34 | $59,115.38 | 10/1/13 |
| 11/30/13 | 349433 | $630.28 | $149.76 | $457.22 | $118.54 | $338.68 | $154.34 | $58,996.84 | 11/1/13 |
| 12/31/13 | 351005 | $630.28 | $168.48 | $457.22 | $119.22 | $338.00 | $154.34 | $58,877.62 | 12/1/13 |
| 1/31/14 | 352510 | $630.28 | $187.20 | $457.22 | $119.90 | $337.32 | $154.34 | $58,757.72 | 1/1/14 |
| 2/28/14 | 354028 | $630.28 | $205.92 | $457.22 | $120.59 | $336.63 | $154.34 | $58,637.13 | 2/1/14 |
| 3/31/14 | 355677 | $630.28 | $224.64 | $457.22 | $121.28 | $335.94 | $154.34 | $58,515.85 | 3/1/14 |
| 4/30/14 | 357371 | $630.28 | $243.36 | $457.22 | $121.97 | $335.25 | $154.34 | $58,393.88 | 4/1/14 |
| 5/31/14 | 358968 | $630.28 | $262.08 | $457.22 | $122.67 | $334.55 | $154.34 | $58,271.21 | 5/1/14 |
| 6/30/14 | 360608 | $630.28 | $280.80 | $457.22 | $123.37 | $333.85 | $154.34 | $58,147.84 | 6/1/14 |
| 7/31/14 | 362157 | $630.28 | $299.52 | $457.22 | $124.08 | $333.14 | $154.34 | $58,023.76 | 7/1/14 |
| 8/31/14 | 363676 | $630.28 | $318.24 | $457.22 | $124.79 | $332.43 | $154.34 | $57,898.97 | 8/1/14 |
| 9/30/14 | 365241 | $630.28 | $336.96 | $457.22 | $125.51 | $331.71 | $154.34 | $57,773.46 | 9/1/14 |
| 10/31/14 | 366632 | $630.28 | $355.68 | $457.22 | $126.23 | $330.99 | $154.34 | $57,647.23 | 10/1/14 |
| 11/30/14 | 368162 | $630.28 | $374.40 | $457.22 | $126.95 | $330.27 | $154.34 | $57,520.28 | 11/1/14 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 12/31/14 | 369636 | $630.28 | $393.12 | $457.22 | $127.68 | $329.54 | $154.34 | $57,392.60 | 12/1/14 |
| 1/31/15 | 370929 | $630.28 | $411.84 | $457.22 | $128.41 | $328.81 | $154.34 | $57,264.19 | 1/1/15 |
| 2/28/15 | 372419 | $630.28 | $430.56 | $457.22 | $129.14 | $328.08 | $154.34 | $57,135.05 | 2/1/15 |
| 3/31/15 | 373859 | $630.28 | $449.28 | $457.22 | $129.88 | $327.34 | $154.34 | $57,005.17 | 3/1/15 |
| 4/30/15 | 375211 | $630.28 | $468.00 | $457.22 | $130.63 | $326.59 | $154.34 | $56,874.54 | 4/1/15 |
| 5/31/15 | 376744 | $630.28 | $486.72 | $457.22 | $131.38 | $325.84 | $154.34 | $56,743.16 | 5/1/15 |
| 6/30/15 | 378057 | $630.28 | $505.44 | $457.22 | $132.13 | $325.09 | $154.34 | $56,611.03 | 6/1/15 |
| 7/31/15 | 379453 | $630.28 | $524.16 | $457.22 | $132.89 | $324.33 | $154.34 | $56,478.14 | 7/1/15 |
| 8/31/15 | 380936 | $630.28 | $542.88 | $457.22 | $133.65 | $323.57 | $154.34 | $56,344.49 | 8/1/15 |
| 9/30/15 | 382357 | $630.28 | $561.60 | $457.22 | $134.41 | $322.81 | $154.34 | $56,210.08 | 9/1/15 |
| 10/31/15 | 383729 | $630.28 | $580.32 | $457.22 | $135.18 | $322.04 | $154.34 | $56,074.90 | 10/1/15 |
| 11/30/15 | 385022 | $630.28 | $599.04 | $457.22 | $135.96 | $321.26 | $154.34 | $55,938.94 | 11/1/15 |
| 12/31/15 | 386376 | $630.28 | $617.76 | $457.22 | $136.74 | $320.48 | $154.34 | $55,802.20 | 12/1/15 |
| 1/31/16 | 387640 | $630.28 | $636.48 | $457.22 | $137.52 | $319.70 | $154.34 | $55,664.68 | 1/1/16 |
| 2/29/16 | 388978 | $630.28 | $655.20 | $457.22 | $138.31 | $318.91 | $154.34 | $55,526.37 | 2/1/16 |
| | | | $43.64 | $457.22 | $139.10 | $318.12 | $154.34 | $55,387.27 | 3/1/16 |
| 3/31/16 | 390368 | $630.28 | $62.36 | $457.22 | $139.90 | $317.32 | $154.34 | $55,247.37 | 4/1/16 |
| 4/30/16 | 391535 | $630.28 | $81.08 | $457.22 | $140.70 | $316.52 | $154.34 | $55,106.67 | 5/1/16 |
| 5/31/16 | 392909 | $630.28 | $99.80 | $457.22 | $141.50 | $315.72 | $154.34 | $54,965.17 | 6/1/16 |
| 6/30/16 | 394150 | $630.28 | $118.52 | $457.22 | $142.32 | $314.90 | $154.34 | $54,822.85 | 7/1/16 |
| 10/17/16 | 398880 | $9.81 | $128.33 | | | | $8,025.68 | | |
| | | $31,929.45 | | | | | | | |

REPRESENTATION OF EXHIBIT DOCUMENT

ditech

PO Box 6172, Rapid City, SD 57709-6172

# BILLING STATEMENT

| Statement Date | Payment Due Date | Amount Due |
|---|---|---|
| 07/16/2018 | 07/16/2018 | $22,090.74 |

2-776-14158-0020322-003-1-001-000-000-000

JUSTIN GOURLEY
5900 TWICKINGHAM DR
EVANSVILLE IN 47711-2052

The Amount Due reflected above is as of 07/16/2018

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 94710
Palatine, IL 60094-4710

Call 1-800-643-0202
M - F 8am to 12am ET
Saturday 8am to 5pm ET
Sunday 1pm to 5pm ET

## Account Information

| | |
|---|---|
| Loan Number | 0038011995 |
| Principal Balance † | $55,664.68 |
| Escrow Balance | ($14,058.96) |
| Advance Balance ^ | $3,629.64 |
| Funds in Suspense Balance | $550.77 |
| Interest Rate | 6.875% |
| Next Interest Rate Reset | N/A |
| Interest Type | Actuarial |
| Prepayment Penalty | No |
| Property Address: | 5900 TWICKINGHAM DR EVANSVILLE IN 47711 |

† This is not your payoff amount.

## Past Payments Breakdown

| Since Last Statement/Month | |
|---|---|
| Principal | $0.00 |
| Interest | $0.00 |
| Escrow (Tax & Insurance) | ($2,082.61) |
| Advances on your behalf | $2,082.61 |
| Total Fees and Charges | $0.00 |
| Funds in Suspense | $0.00 |
| Total Paid | $0.00 |
| **Year to Date** | |
| Principal | $0.00 |
| Interest | $0.00 |
| Escrow (Tax & Insurance) | ($2,082.61) |
| Advances on your behalf | $2,082.61 |
| Total Fees and Charges | $0.00 |
| Funds in Suspense | $550.77 |
| **Total Paid Year to Date** | **$550.77** |

## Explanation of Amount Due

| | |
|---|---|
| Reinstatement Amount[1] | $22,090.74 |
| **Total Amount Due** | **$22,090.74** |
| Accelerated Amount[2] | $82,651.87 |

[1]The loan may be reinstated by paying only the reinstatement amount, as opposed to the full accelerated balance, however, this reinstatement amount may not be sufficient to reinstate your account if additional fees were added to your account since this statement was generated. Contact Ditech for the exact amount required for reinstatement.

[2]This is not a payoff amount. Contact customer service at 1-800-643-0202 for a payoff amount.

## Transaction Activity Since Last Statement

| Date | Description | Charges | Payments |
|---|---|---|---|
| 06/28/18 | Misapp Rev | ($2,901.89) | $0.00 |

## **Delinquency Notice**

**You are late on your mortgage payments.** Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of July 16 you are 896 days delinquent on your mortgage loan. Your account first became delinquent on 02/01/2016.

A first notice or filing to initiate foreclosure on your account has occurred.

Recent Account History

-Payment Due 02/01/18: Unpaid amount of $611.56
-Payment Due 03/01/18: Unpaid amount of $611.56
-Payment Due 04/01/18: Unpaid amount of $611.56
-Payment Due 05/01/18: Unpaid amount of $611.56
-Payment Due 06/01/18: Unpaid amount of $611.56
-Payment Due 07/01/18: Unpaid amount of $611.56

**-Total: $22,090.74 due. You must pay this amount to bring your loan current.**

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

## Important Messages *(More information on the Back)*

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

^Advances represent money advanced by servicer to pay taxes, insurance and any other amounts currently due that are not part of an escrow account.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Chatera D at 1-800-643-0202, extension 23181 to make immediate payment arrangements.

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**PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

JUSTIN GOURLEY
5900 TWICKINGHAM DR
EVANSVILLE IN 47711-2052

| Loan Number | Statement Date | Payment Due Date | Amount Due |
|---|---|---|---|
| 0038011995 | 07/16/2018 | 07/16/2018 | $22,090.74 |

☐ Check box for address changes on the reverse side.

The Amount Due reflected above is as of 07/16/2018

Make checks payable to Ditech Financial.

Amount Due $
Additional Escrow $
Additional Late $
Additional Principal $
Total Amount Enclosed $

Ditech
PO Box 94710
Palatine, IL 60094-4710

03801199 5 00162025 0002209074

INTERNET REPRINT

## Important Information

This is your billing statement from Ditech. You can find a guide to understanding your billing statement on our website, ditech.com, along with other valuable tools to help you manage your account. We value your business and welcome your feedback on how we can improve your homeownership experience. If you do not receive your statement prior to your due date, you are still obligated to make timely payments. Postal delays do not constitute a waiver of a late fee. Should you ever be without a statement, please make sure your account number is written on your check or money order and mail the payment to the remittance address listed on the front of this statement. Payments made to locations other than those supplied on the front of this statement may cause a processing delay. Checks are not held and will be processed upon receipt.

- To tender payment in full satisfaction of this debt, please contact Customer Service for a payoff quote and forward remittance to the Payoff Checks address below.
- We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.
- Ditech services mortgage and non-mortgage loans and collects debt on delinquent and non-delinquent accounts. To ensure compliance with applicable law, including the Fair Debt Collections Practices Act (also known as the FDCPA) the following notice is being provided; this notice does not necessarily mean that your account is delinquent:

  **This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**Housing Counselor Information:** If you would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD) For a list of homeownership counselors or counseling organizations in your area, go to http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm or call 800-569-4287.

For Oregon Residents: Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (866) 814-9710 or visit http://dfr.oregon.gov.

## Other Important Information Regarding Your Account

- **Customer Service**
  Phone #: 1-800-643-0202
  TTY/TDD (hearing impaired) #: 711
  Fax #: 1-866-870-9919
  Hours: M - F 8am to 12am ET
  Saturday 8am to 5pm ET
  Sunday 1pm to 5pm ET
  Telephone calls may be monitored or recorded for quality assurance and training purposes.

- **Designated Address for Qualified Written Requests, Notices of Error and Requests for Information**
  Ditech has designated the following address where mortgage loan customers must send any Qualified Written Request, Notice of Error or Requests for information:
  Ditech Financial LLC
  P.O. Box 6176
  Rapid City, SD 57709-6176

- **Bankruptcy Notices and Correspondence**
  NOTICE: Send notices and correspondence related to any bankruptcy filing by you to:
  Ditech Financial LLC
  P.O. Box 6154
  Rapid City, SD 57709-6154
  Telephone Number: 888-298-7785

- **Correspondence**
  Ditech Financial LLC
  P.O. Box 6172
  Rapid City, SD 57709-6172
  Fax #: 1-866-870-9919

**Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly.**

**If you have a complaint about the way we are collecting this debt, please write to our Customer Service Department at the following address:**

**CUSTOMER SERVICE DEPARTMENT, Ditech Financial LLC, P.O. Box 6172, Rapid City, SD 57709-6172, or call us toll-free at 1-800-643-0202 Hours: M - F 8am to 12am ET Saturday 8am to 5pm ET Sunday 1pm to 5pm ET**

**The Federal Trade Commission and the Consumer Financial Protection Bureau enforce the Fair Debt Collection Practices Act. If you have a complaint about the way we are collecting your debt, please contact the FTC or the CFPB. You can reach the FTC online at www.ftc.gov/complaint; by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. You can reach the CFPB online at www.consumerfinance.gov/complaint; by phone at 1-855-411-2372; or by mail at Consumer Financial Protection Bureau P.O. Box 4503, Iowa City, IA 52244.**

**Notice About Electronic Check Conversion**
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

- **Payoff Checks**
  Regular and USPS overnight mail
  Ditech Financial LLC
  Attn: Payoff Department
  Dept CH 9052
  Palatine, IL 60055-9052

- **Payoff Checks**
  Non-USPS overnight mail
  Ditech Financial LLC
  Attention: 9052 - Payoffs
  5505 N Cumberland Ave, Suite 307
  Chicago, IL 60656

- **Insurance Property Claims**
  Ditech Financial LLC
  Attn: Claims
  P.O. Box 6100
  Rapid City, SD 57709-6100
  Phone #: 1-800-643-0202
  Claims Fax #: 1-800-215-2780

- **Insurance-Life & Disability, Assurant Insurance Agency Policies**
  Assurant Insurance Agency, Inc.
  Attn: Insurance Processing
  440 Mount Rushmore Rd
  Rapid City, SD 57701
  Phone #: 1-800-525-0960
  Fax #: 1-888-222-2108
  POI #: 1-800-223-8284



**www.ditech.com**
Payments can be made at ditech.com free of charge. Sign up in your MyAccount to make payments online or enroll to have your payment automatically debited from your bank account each month.



**Moneygram**
For a location near you, call 1-800-666-3947. Ditech's receive code is 0314-Ditech
**A processing fee may apply.**



**Western Union Credit Card**
For same day service from the convenience of your home, call 1-800-325-6000.
**A processing fee may apply.**



**Pay By Phone**
Call 1-800-643-0202
Have your checkbook ready!
**An electronic payment fee of up to $19 may be required for this option.**



**Western Union Quick Collect**
A processing fee may apply.

| Payment | Print Options | Company Name | Code City |
|---|---|---|---|
| Walk-in (Cash) | Urgent | Ditech Financial LLC | Ditech-MN |
| 1-800-325-6000 | | | |

If not using any of the above-referenced options, please send payments to the address provided on this statement. Payments are not accepted at Ditech site locations.

## Address, Phone, and Name Changes

Type of change (check all that apply)

____ Address ____ Phone ____ Email Address

Your Account : __ __ __ __ __ __ __ __ - __

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

_____

_____

New Phone Number: Day (_ _ _) _ _ _ - _ _ _ _ Evening (_ _ _) _ _ _ - _ _ _ _ Email Address _____

Mobile Phone Number: (_ _ _) _ _ _ - _ _ _ _

UNITED STATES BANKRUPTCY COURT
EVANSVILLE DISTRICT OF INDIANA

| | | |
|---|---|---|
| In re: JUSTIN A. GOURLEY | § | Case No. 12-70447 |
| SHAWN J. GOURLEY | § | |
| | § | |
| Debtor(s) | § | |

## CHAPTER 13 STANDING TRUSTEE'S FINAL REPORT AND ACCOUNT

Robert P. Musgrave, Chapter 13 Trustee, submits the following Final Report and Account of the administration of the estate pursuant to 11 U.S.C § 1302(b)(1). The Trustee declares as follows:

1) The case was filed on 03/28/2012.

2) The plan was confirmed on 05/11/2012.

3) The plan was modified by order after confirmation pursuant to 11 U.S.C § 1329 on NA.

4) The Trustee filed action to remedy default by the debtor(s) in performance under the plan on 08/17/2016.

5) The case was dismissed on 09/09/2016.

6) Number of months from filing or conversion to last payment: 51.

7) Number of months case was pending: 55.

8) Total value of assets abandoned by court order: NA.

9) Total value of assets exempted: $8,400.00.

10) Amount of unsecured claims discharged without full payment: $0.00.

11) All checks distributed by the Trustee relating to this case have cleared the bank.

| Receipts: | | |
|---|---|---|
| Total paid by or on behalf of the debtor(s) | $ 73,772.07 | |
| Less amount refunded to debtor(s) | $ 357.92 | |
| NET RECEIPTS | | $ 73,414.15 |

| Expenses of Administration: | | |
|---|---|---|
| Attorney's Fees Paid Through the Plan | $ 3,081.00 | |
| Court Costs | $ 104.83 | |
| Trustee Expenses & Compensation | $ 3,890.45 | |
| Other | $ 0.00 | |
| TOTAL EXPENSES OF ADMINISTRATION | | $ 7,076.28 |
| Attorney fees paid and disclosed by debtor(s): | $ 0.00 | |

Scheduled Creditors:

| Creditor Name | Class | Claim Scheduled | Claim Asserted | Claim Allowed | Principal Paid | Interest Paid |
|---|---|---|---|---|---|---|
| R. JEFF DODSON | Lgl | 3,081.00 | 3,081.00 | 3,081.00 | 3,081.00 | 0.00 |
| GREEN TREE SERVICING LLC | Con | 95,139.00 | 60,809.20 | 60,809.20 | 31,929.45 | 0.00 |
| GREEN TREE SERVICING LLC | Sec | 0.00 | 22,867.62 | 22,867.62 | 12,253.53 | 0.00 |
| DONS AUTO SALES | Sec | 4,000.00 | 4,090.00 | 4,090.00 | 4,090.00 | 267.23 |
| WEST COAST SERVICING INC | Con | 15,982.00 | 12,511.46 | 12,511.46 | 4,568.75 | 4,101.25 |
| WEST COAST SERVICING INC | Sec | 0.00 | 16,700.25 | 16,700.25 | 9,127.66 | 0.00 |
| CASH PRO INC | Uns | 1,800.00 | NA | NA | 0.00 | 0.00 |
| DEACONESS HOSPITAL, INC | Uns | 5,588.00 | 5,601.29 | 5,601.29 | 0.00 | 0.00 |
| ASSET ACCEPTANCE LLC AS | Uns | 315.00 | 383.71 | 383.71 | 0.00 | 0.00 |
| VANDERBURGH COUNTY | Sec | 0.00 | 408.12 | 408.12 | 0.00 | 0.00 |
| AGAPE OB/GYN, PC | Uns | 96.00 | NA | NA | 0.00 | 0.00 |
| ALLERGY & ASTHMA CARE | Uns | 103.00 | NA | NA | 0.00 | 0.00 |
| TRISTATE ANATOMIC LAB LLC | Uns | 261.00 | NA | NA | 0.00 | 0.00 |
| ERIE INSURANCE COMPANY | Uns | 1,183.00 | 1,021.22 | 0.00 | 0.00 | 0.00 |
| PARKDALE ANIMAL HOSPITAL | Uns | 23.00 | NA | NA | 0.00 | 0.00 |
| ST MARYS MEDICAL CENTER | Uns | 40.00 | NA | NA | 0.00 | 0.00 |
| ST MARYS MEDICAL CENTER | Uns | 485.00 | NA | NA | 0.00 | 0.00 |
| ERIE INSURANCE COMPANY | Uns | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**Scheduled Creditors:**

| Creditor Name | Class | Claim Scheduled | Claim Asserted | Claim Allowed | Principal Paid | Interest Paid |
|---|---|---|---|---|---|---|
| BANK OF AMERICA | Adm | 0.00 | 225.00 | 225.00 | 104.83 | 0.00 |

Summary of Disbursements to Creditors:

| | Claim Allowed | Principal Paid | Interest Paid |
|---|---|---|---|
| **Secured Payments:** | | | |
| Mortgage Ongoing | $ 73,320.66 | $ 36,498.20 | $ 4,101.25 |
| Mortgage Arrearage | $ 0.00 | $ 0.00 | $ 0.00 |
| Debt Secured by Vehicle | $ 0.00 | $ 0.00 | $ 0.00 |
| All Other Secured | $ 44,065.99 | $ 25,471.19 | $ 267.23 |
| **TOTAL SECURED:** | $ 117,386.65 | $ 61,969.39 | $ 4,368.48 |
| **Priority Unsecured Payments:** | | | |
| Domestic Support Arrearage | $ 0.00 | $ 0.00 | $ 0.00 |
| Domestic Support Ongoing | $ 0.00 | $ 0.00 | $ 0.00 |
| All Other Priority | $ 0.00 | $ 0.00 | $ 0.00 |
| **TOTAL PRIORITY:** | $ 0.00 | $ 0.00 | $ 0.00 |
| **GENERAL UNSECURED PAYMENTS:** | $ 5,985.00 | $ 0.00 | $ 0.00 |

Disbursements:

| | | |
|---|---|---|
| Expenses of Administration | $ 7,076.28 | |
| Disbursements to Creditors | $ 66,337.87 | |
| **TOTAL DISBURSEMENTS:** | | $ 73,414.15 |

12) The Trustee certifies that, pursuant to Federal Rule of Bankruptcy Procedure 5009, the estate has been fully administered, the foregoing summary is true and complete, and all administrative matters for which the Trustee is responsible have been completed. The Trustee requests a final decree be entered that discharges the Trustee and grants such other relief as may be just and proper.

Date: 11/22/2016 By: /s/ Robert P. Musgrave
Trustee

**STATEMENT:** This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

## Payment History for Account: 38011995

From: 06/01/2013 - Present

See more details for a payment by clicking on the Details button. To view your past statements online visit the Statements page. **Visit the Statements page. (/Account/Statements).**

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 06/11/2019 | Payments | $143.13 | $314.09 | $154.34 | $0.00 | $0.00 |
| 06/10/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $423.53 |
| 06/06/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $783.99 |
| 05/08/2019 | Payments | $424.52 | $947.14 | $463.02 | $0.00 | $0.00 |
| 05/07/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $182.07 |
| 05/04/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $783.99 |
| 04/09/2019 | Payments | $279.00 | $635.44 | $308.68 | $0.00 | $0.00 |
| 04/08/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $1,385.91 |
| 04/04/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $153.99 |
| 03/08/2019 | Payments | $138.31 | $318.91 | $154.34 | $0.00 | $0.00 |
| 03/07/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $783.99 |
| 03/04/2019 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.00 |
| 06/28/2018 | Reallocation | $0.00 | $0.00 | ($2,082.61) | $0.00 | ($2,901.89) |
| 05/31/2017 | Payments | $137.52 | $319.70 | $154.34 | $0.00 | $801.22 |
| 04/21/2017 | Payments | $136.74 | $320.48 | $154.34 | $0.00 | $801.22 |
| 03/22/2017 | Payments | $271.14 | $643.30 | $308.68 | $0.00 | $801.22 |
| 02/17/2017 | Payments | $134.41 | $322.81 | $154.34 | $0.00 | $801.22 |
| 12/05/2016 | Payments | $0.00 | $0.00 | $2,030.07 | $0.00 | $0.00 |
| 12/02/2016 | Reallocation | ($405.55) | ($966.11) | ($463.02) | $0.00 | $0.00 |
| 10/22/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $9.81 |
| 09/16/2016 | Payments | $271.14 | $643.30 | $308.68 | $0.00 | $0.00 |
| 07/11/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $314.37 |
| 07/05/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 06/21/2016 | Payments | $134.41 | $322.81 | $154.34 | $0.00 | $0.00 |
| 06/14/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $314.37 |
| 06/04/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 05/31/2016 | Payments | $133.65 | $323.57 | $154.34 | $0.00 | $0.00 |
| 05/11/2016 | Payments | $132.89 | $324.33 | $154.34 | $0.00 | $944.65 |
| 04/19/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $509.02 |
| 04/13/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $19.86 |
| 04/08/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $69.56 |
| 04/05/2016 | Payments | $132.13 | $325.09 | $154.34 | $0.00 | $630.28 |
| 03/11/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 03/10/2016 | Payments | $140.70 | $316.52 | $154.34 | $0.00 | $0.00 |
| 03/06/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 02/10/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 02/09/2016 | Payments | $139.90 | $317.32 | $154.34 | $0.00 | $0.00 |
| 02/04/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 01/14/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 01/13/2016 | Payments | $139.10 | $318.12 | $154.34 | $0.00 | $0.00 |
| 01/09/2016 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 12/07/2015 | Payments | $138.31 | $318.91 | $154.34 | $0.00 | $0.00 |
| 12/04/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $918.84 |
| 11/11/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 11/10/2015 | Payments | $137.52 | $319.70 | $154.34 | $0.00 | $0.00 |
| 11/09/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $19.76 |
| 11/05/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 10/12/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 10/09/2015 | Payments | $136.74 | $320.48 | $154.34 | $0.00 | $0.00 |
| 10/05/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 09/08/2015 | Payments | $135.96 | $321.26 | $154.34 | $0.00 | $0.00 |
| 09/04/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 08/13/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 08/12/2015 | Payments | $135.18 | $322.04 | $154.34 | $0.00 | $0.00 |
| 08/09/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 07/09/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 07/08/2015 | Payments | $134.41 | $322.81 | $154.34 | $0.00 | $0.00 |
| 07/05/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 06/11/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $15.32 |
| 06/09/2015 | Payments | $133.65 | $323.57 | $154.34 | $0.00 | $0.00 |
| 06/04/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $934.27 |
| 05/08/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 05/07/2015 | Payments | $132.89 | $324.33 | $154.34 | $0.00 | $0.00 |
| 05/04/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 04/07/2015 | Payments | $263.51 | $650.93 | $308.68 | $0.00 | $0.00 |
| 04/06/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 03/10/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 03/09/2015 | Payments | $130.63 | $326.59 | $154.34 | $0.00 | $0.00 |
| 03/06/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 02/09/2015 | Payments | $129.88 | $327.34 | $154.34 | $0.00 | $0.00 |
| 02/05/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 01/23/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 01/15/2015 | Payments | $129.14 | $328.08 | $154.34 | $0.00 | $0.00 |
| 01/11/2015 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 12/08/2014 | Payments | $128.41 | $328.81 | $154.34 | $0.00 | $0.00 |
| 12/04/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 11/12/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 11/11/2014 | Payments | $127.68 | $329.54 | $154.34 | $0.00 | $0.00 |
| 11/06/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 10/10/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 10/09/2014 | Payments | $126.95 | $330.27 | $154.34 | $0.00 | $0.00 |

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 10/05/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 09/10/2014 | Payments | $126.23 | $330.99 | $154.34 | $0.00 | $0.00 |
| 09/06/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 08/11/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 08/08/2014 | Payments | $125.51 | $331.71 | $154.34 | $0.00 | $0.00 |
| 08/02/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 07/07/2014 | Payments | $124.79 | $332.43 | $154.34 | $0.00 | $0.00 |
| 07/02/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $690.26 |
| 06/20/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $17.15 |
| 06/12/2014 | Payments | $124.08 | $333.14 | $154.34 | $0.00 | $0.00 |
| 06/05/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $1,085.59 |
| 05/07/2014 | Payments | $123.37 | $333.85 | $154.34 | $0.00 | $0.00 |
| 05/05/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 04/09/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 04/08/2014 | Payments | $122.67 | $334.55 | $154.34 | $0.00 | $0.00 |
| 04/06/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 03/07/2014 | Payments | $121.97 | $335.25 | $154.34 | $0.00 | $0.00 |
| 03/05/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 02/13/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 02/11/2014 | Payments | $121.28 | $335.94 | $154.34 | $0.00 | $0.00 |
| 02/07/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 01/07/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 01/06/2014 | Payments | $120.59 | $336.63 | $154.34 | $0.00 | $0.00 |
| 01/03/2014 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 12/26/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $276.00 |
| 12/10/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 12/09/2013 | Payments | $119.90 | $337.32 | $154.34 | $0.00 | $0.00 |
| 12/05/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 11/08/2013 | Payments | $119.22 | $338.00 | $154.34 | $0.00 | $0.00 |

| Date | Description | Principal | Interest | Escrow | Other | Total Payment |
|---|---|---|---|---|---|---|
| 11/03/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $630.28 |
| 10/18/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 10/17/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $457.22 |
| 10/10/2013 | Payments | $3,377.30 | $10,796.52 | $0.00 | $0.00 | $14,173.82 |
| 10/08/2013 | Payments | $0.00 | $0.00 | $3,721.17 | $0.00 | $3,721.17 |
| 09/10/2013 | Payments | $198.03 | $716.41 | $115.34 | $0.00 | $0.00 |
| 09/07/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $902.87 |
| 08/06/2013 | Payments | $98.17 | $359.05 | $57.67 | $0.00 | $0.00 |
| 08/03/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $654.71 |
| 07/25/2013 | Payments | $194.67 | $719.77 | $115.34 | $0.00 | $0.00 |
| 07/24/2013 | Payments | $192.45 | $721.99 | $115.34 | $0.00 | $0.00 |
| 07/05/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $1,123.64 |
| 06/14/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $692.51 |
| 05/31/2013 | Payments | $0.00 | $0.00 | $0.00 | $0.00 | $477.99 |




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| Date Paid | Check # | Payment Am | Unnapplied F | Principal | Principal2 | Interest | Escrow | Balance | Actual Due D |
|---|---|---|---|---|---|---|---|---|---|
| 11/30/12 | 330993 | $4,461.56 | $3,850.00 | $457.22 | $106.35 | $350.87 | $154.34 | $61,137.22 | 4/1/12 |
| | | | $3,238.44 | $457.22 | $106.95 | $350.27 | $154.34 | $61,030.27 | 5/1/12 |
| | | | $2,626.88 | $457.22 | $107.57 | $349.65 | $154.34 | $60,922.70 | 6/1/12 |
| | | | $2,015.32 | $457.22 | $108.18 | $349.04 | $154.34 | $60,814.52 | 7/1/12 |
| | | | $1,403.76 | $457.22 | $108.80 | $348.42 | $154.34 | $60,705.72 | 8/1/12 |
| | | | $792.20 | $457.22 | $109.43 | $347.79 | $154.34 | $60,596.29 | 9/1/12 |
| | | | $180.64 | $457.22 | $110.05 | $347.17 | $154.34 | $60,486.24 | 10/1/12 |
| 12/31/12 | 332385 | $611.56 | $180.64 | $457.22 | $110.68 | $346.54 | $154.34 | $60,375.56 | 11/1/12 |
| 1/31/13 | 333847 | $611.56 | $180.64 | $457.22 | $111.32 | $345.90 | $154.34 | $60,264.24 | 12/1/12 |
| 2/28/13 | 335310 | $611.56 | $180.64 | $457.22 | $111.96 | $345.26 | $154.34 | $60,152.28 | 1/1/13 |
| 3/31/13 | 336740 | $630.28 | $199.36 | $457.22 | $112.60 | $344.62 | $154.34 | $60,039.68 | 2/1/13 |
| 4/30/13 | 338143 | $630.28 | $218.08 | $457.22 | $113.24 | $343.98 | $154.34 | $59,926.44 | 3/1/13 |
| 5/31/13 | 339590 | $630.28 | $236.80 | $457.22 | $113.89 | $343.33 | $154.34 | $59,812.55 | 4/1/13 |
| 6/30/13 | 341473 | $1,042.48 | $649.00 | $457.22 | $114.54 | $342.68 | $173.06 | $59,698.01 | 5/1/13 |
| | | | $18.72 | $457.22 | $115.20 | $342.02 | $173.06 | $59,582.81 | 6/1/13 |
| 7/31/13 | 343043 | $630.28 | $18.72 | $457.22 | $115.86 | $341.36 | $173.06 | $59,466.95 | 7/1/13 |
| 8/31/13 | 344732 | $630.28 | $18.72 | $457.22 | $116.52 | $340.70 | $173.06 | $59,350.43 | 8/1/13 |
| 9/30/13 | 346295 | $630.28 | $18.72 | $457.22 | $117.19 | $340.03 | $173.06 | $59,233.24 | 9/1/13 |
| 10/31/13 | 347925 | $630.28 | $18.72 | $457.22 | $117.86 | $339.36 | $173.06 | $59,115.38 | 10/1/13 |
| 11/30/13 | 349433 | $630.28 | $18.72 | $457.22 | $118.54 | $338.68 | $173.06 | $58,996.84 | 11/1/13 |
| 12/31/13 | 351005 | $630.28 | $18.72 | $457.22 | $119.22 | $338.00 | $173.06 | $58,877.62 | 12/1/13 |
| 1/31/14 | 352510 | $630.28 | $18.72 | $457.22 | $119.90 | $337.32 | $173.06 | $58,757.72 | 1/1/14 |
| 2/28/14 | 354028 | $630.28 | $18.72 | $457.22 | $120.59 | $336.63 | $173.06 | $58,637.13 | 2/1/14 |
| 3/31/14 | 355677 | $630.28 | $18.72 | $457.22 | $121.28 | $335.94 | $173.06 | $58,515.85 | 3/1/14 |
| 4/30/14 | 357371 | $630.28 | $18.72 | $457.22 | $121.97 | $335.25 | $173.06 | $58,393.88 | 4/1/14 |
| 5/31/14 | 358968 | $630.28 | $18.72 | $457.22 | $122.67 | $334.55 | $173.06 | $58,271.21 | 5/1/14 |
| 6/30/14 | 360608 | $630.28 | $18.72 | $457.22 | $123.37 | $333.85 | $173.06 | $58,147.84 | 6/1/14 |
| 7/31/14 | 362157 | $630.28 | $18.72 | $457.22 | $124.08 | $333.14 | $173.06 | $58,023.76 | 7/1/14 |
| 8/31/14 | 363676 | $630.28 | $18.72 | $457.22 | $124.79 | $332.43 | $173.06 | $57,898.97 | 8/1/14 |
| 9/30/14 | 365241 | $630.28 | $18.72 | $457.22 | $125.51 | $331.71 | $173.06 | $57,773.46 | 9/1/14 |
| 10/31/14 | 366632 | $630.28 | $18.72 | $457.22 | $126.23 | $330.99 | $173.06 | $57,647.23 | 10/1/14 |
| 11/30/14 | 368162 | $630.28 | $18.72 | $457.22 | $126.95 | $330.27 | $173.06 | $57,520.28 | 11/1/14 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 12/31/14 | 369636 | $630.28 | $18.72 | $457.22 | $127.68 | $329.54 | $173.06 | $57,392.60 | 12/1/14 |
| 1/31/15 | 370929 | $630.28 | $18.72 | $457.22 | $128.41 | $328.81 | $173.06 | $57,264.19 | 1/1/15 |
| 2/28/15 | 372419 | $630.28 | $18.72 | $457.22 | $129.14 | $328.08 | $173.06 | $57,135.05 | 2/1/15 |
| 3/31/15 | 373859 | $630.28 | $18.72 | $457.22 | $129.88 | $327.34 | $173.06 | $57,005.17 | 3/1/15 |
| 4/30/15 | 375211 | $630.28 | $18.72 | $457.22 | $130.63 | $326.59 | $173.06 | $56,874.54 | 4/1/15 |
| 5/31/15 | 376744 | $630.28 | $18.72 | $457.22 | $131.38 | $325.84 | $173.06 | $56,743.16 | 5/1/15 |
| 6/30/15 | 378057 | $630.28 | $18.72 | $457.22 | $132.13 | $325.09 | $173.06 | $56,611.03 | 6/1/15 |
| 7/31/15 | 379453 | $630.28 | $18.72 | $457.22 | $132.89 | $324.33 | $173.06 | $56,478.14 | 7/1/15 |
| 8/31/15 | 380936 | $630.28 | $18.72 | $457.22 | $133.65 | $323.57 | $173.06 | $56,344.49 | 8/1/15 |
| 9/30/15 | 382357 | $630.28 | $18.72 | $457.22 | $134.41 | $322.81 | $173.06 | $56,210.08 | 9/1/15 |
| 10/31/15 | 383729 | $630.28 | $18.72 | $457.22 | $135.18 | $322.04 | $173.06 | $56,074.90 | 10/1/15 |
| 11/30/15 | 385022 | $630.28 | $18.72 | $457.22 | $135.96 | $321.26 | $173.06 | $55,938.94 | 11/1/15 |
| 12/31/15 | 386376 | $630.28 | $18.72 | $457.22 | $136.74 | $320.48 | $173.06 | $55,802.20 | 12/1/15 |
| 1/31/16 | 387640 | $630.28 | $18.72 | $457.22 | $137.52 | $319.70 | $173.06 | $55,664.68 | 1/1/16 |
| 2/29/16 | 388978 | $630.28 | $18.72 | $457.22 | $138.31 | $318.91 | $173.06 | $55,526.37 | 2/1/16 |
| 3/31/16 | 390368 | $630.28 | $18.72 | $457.22 | $139.10 | $318.12 | $173.06 | $55,387.27 | 3/1/16 |
| 4/30/16 | 391535 | $630.28 | $18.72 | $457.22 | $139.90 | $317.32 | $173.06 | $55,247.37 | 4/1/16 |
| 5/31/16 | 392909 | $630.28 | $18.72 | $457.22 | $140.70 | $316.52 | $173.06 | $55,106.67 | 5/1/16 |
| 6/30/16 | 394150 | $630.28 | $18.72 | $457.22 | $141.50 | $315.72 | $173.06 | $54,965.17 | 6/1/16 |
| 10/17/16 | 398880 | $9.81 | $28.53 | | | | $8,582.70 | | |

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of this 25th day of September 2019 (the "Effective Date"), by and between Ditech Financial LLC ("the Company") and the Executive Office for United States Trustees (the "EOUST"), a component within the Department of Justice. The EOUST and the Company (collectively, the "Parties") have held numerous discussions and meetings dating back to mid-2014 regarding issues concerning the Company's historical Mortgage Loan practices for Borrowers in Bankruptcy Cases. This MOU is the culmination of those discussions and is intended to set forth a summary of the mutual understanding between the Parties.

## I. Definitions

Capitalized terms used in this MOU but not defined in this section are defined elsewhere in the MOU or the Appendices.

"Advances" shall mean fees, expenses or charges assessed against the Borrower's account during a Bankruptcy Case.

"APOC" shall mean an Amended Proof of Claim.

"Bankruptcy Case" shall mean a case filed under Chapter 13 of Title 11 of the United States Code.

"Bankruptcy Code" shall mean Title 11 of the United States Code.

"Bankruptcy Documents" shall mean PCNs, POCs, APOCs, and NPFCs, as those terms are defined herein.

"Bankruptcy Rule(s)" shall mean the Federal Rules of Bankruptcy Procedure.

"Borrower" shall mean an individual, or his or her authorized agent or attorney, who has or had a Mortgage Loan account serviced by the Company.

"Covered Practices" shall mean and include LMA Practices, Escrow Practices, and Advances Practices, each as defined herein. For the avoidance of doubt, the Covered Practices do not include: (1) the review, preparation, signing and filing of PCNs or the lack of filing of PCNs, or (2) the origination and servicing of reverse mortgages.

"CTO" shall mean the Company's Compliance Testing Operations division, which is independent of the line of business that performed the LMA Remediation, Escrow Remediation and Advances Remediation.

"Escrow Account" shall mean an account that the Company establishes in connection with a Mortgage Loan for the receipt of Borrower escrow payments and disbursements of taxes, insurance, and/or other assessments on a Borrower's behalf.

"Investor" shall mean an entity that owns a Mortgage Loan serviced or subserviced by the Company.

"Loan Modification" shall mean an agreement to change existing loan terms in response to a Borrower's long-term inability to repay the loan. A Loan Modification typically involves a trial payment plan followed by a reduction of the interest rate, an extension of the term of the loan, a change in the type of loan (e.g., adjustable rate to fixed rate), or any combination thereof.

"LMA Reviews" shall mean the individual file reviews and recommendations made by the Vendor regarding the LMA Remediation.

"Motion for Approval" shall mean a motion filed with the bankruptcy court to approve a Loan Modification.

"Mortgage Loan" shall mean any forward federally related mortgage loan, as that term is defined in 12 C.F.R. § 1024.2, or other credit agreement related to a loan secured by residential property that is not federally related. Further, as used herein, the term Mortgage Loan shall refer to a loan that is or was in a Bankruptcy Case.

"NPFC" shall mean a Notice of Post-Petition Fees, Expenses, and Charges required to be filed and served pursuant to Bankruptcy Rule 3002.1.

"PCN" shall mean a Notice of Mortgage Payment Change required to be filed and served pursuant to Bankruptcy Rule 3002.1.

"POC" shall mean a Proof of Claim required to be filed and served pursuant to Bankruptcy Rules 3001 and 3002.

"Reconciliation" shall mean a review, at or around the time of discharge or prior to filing a motion for relief from the automatic stay, of the Borrower's account to verify that, among other things, all fees, expenses or charges assessed against the Borrower's account during a Bankruptcy Case were noticed in accordance with the Bankruptcy Rules and were collectible in accordance with the Bankruptcy Code and Rules or were waived from the account.

"Remediation Populations" shall mean and include the LMA Remediation Population, Escrow Remediation Population, and Advances Remediation Population, each as defined herein.

"Streamlined Loan Modifications" shall mean Loan Modifications that do not require a Borrower to submit a financial application, but rather a servicer identifies a pool of eligible Borrowers, as determined by criteria established by the Investor, and sends a solicitation letter to each eligible Borrower.

"Unnoticed Advances" shall mean Advances that are not noticed in accordance with Bankruptcy Rules 3001, 3002 and 3002.1, or allowed by court order.

"USTP" shall mean, collectively, the EOUST and the United States Trustees and Acting United States Trustees for Regions 1 through 21.

"Vendor" shall mean the third party consultant engaged by the Company to assist in the development and execution of the LMA Reviews.

## II. Loan Modifications for Accounts in Bankruptcy

### A. Statement of Facts

The Company represents that the following facts are accurate to the best of its knowledge and belief:

Between approximately August 2011 and the end of September 2015, the Company regularly completed Loan Modifications for Borrowers in Bankruptcy Cases, including Streamlined Loan Modifications between June 9, 2013 and September 7, 2014.

Historically, the Company or a prior servicer did not consistently seek approval and provide notice to bankruptcy courts through either a Motion for Approval, APOC, and/or PCN when a Borrower in an active Bankruptcy Case entered into a Loan Modification. As a result, in certain instances, the Company continued to accept monthly mortgage payments at the (typically higher) pre-modification amount as well as arrearage payments even though such arrearages had been capitalized. These issues were complicated by the nature of Streamlined Loan Modifications, where the review of the account for bankruptcy status was not typically conducted prior to Loan Modification solicitation. Not all Mortgage Loans modified by the Company in Bankruptcy Cases were missing court approval or notice and nothing herein should be construed to imply that such issues apply to all Loan Modifications.

Additionally, the Company sometimes calculated amounts to be capitalized in Loan Modifications without determining whether any fees and/or costs to be capitalized were properly noticed in accordance with Bankruptcy Rules 3001, 3002 or 3002.1, or were allowed by court order. Neither was such a determination made following the completion of the Loan Modification. Not all Mortgage Loans modified by the Company in Bankruptcy Cases had unnoticed fees and/or costs capitalized, and nothing should be construed herein as to unnoticed fees and/or costs capitalized to apply to all Loan Modifications.

The practices described directly above are collectively defined as the "**LMA Practices.**"

### B. Population & Remediation

The Company has undertaken corrective action as described in Appendix 1[1] to address the LMA Practices. Such corrective actions are referred to as the "**LMA Remediation.**" To determine the population eligible for LMA Remediation, the Company identified Mortgage Loans according to the criteria described in Appendix 1. This population is the "**LMA Remediation Population.**"

The final in-scope LMA Remediation Population is comprised of 2,731 Loans. The final LMA Remediation consisted of:

[1] Appendices 1-3 reflect the Company's representations as to the corrective action and remediation undertaken with respect to the Covered Practices in keeping with the requirements of the MOU.

- approximately $3.86M in account adjustments; and

- approximately $5.75M in overpayments identified, some of which were returned to Chapter 13 trustees and/or Borrowers. The balance of identified overpayments remained on Borrowers' Mortgage Loan accounts.

### C. Operational Enhancements

The Company implemented a number of operational enhancements to address the LMA Practices. In particular, the Company has:

- as of September 7, 2014, ceased the practice of sending solicitation letters for Streamlined Loan Modifications to Borrowers in a Bankruptcy Case;

- enhanced its practices to ensure that only fees and costs properly noticed in accordance with Bankruptcy Rules 3001, 3002 and 3002.1, or allowed by court order, will be assessed and/or capitalized into Loan Modifications that occur during Bankruptcy Cases. These enhanced processes and procedures also ensure that all accounts are reviewed at certain milestones such as following the implementation of the Loan Modification and discharge for any unnoticed capitalized fees or costs;

- appointed a designated bankruptcy liaison to coordinate loss mitigation efforts for bankruptcy accounts and facilitate communication between the loss mitigation and bankruptcy departments regarding bankruptcy Loan Modification issues; and

- enhanced its policies and procedures for the preparation and filing of Bankruptcy Documents related to Loan Modifications, including a more robust reporting mechanism so that the reports make clear that, at a minimum: (i) Motions for Approval, PCNs, and/or APOCs are appropriately and timely filed in Bankruptcy Cases in which the Company enters into a Loan Modification with a Borrower as may be required by a particular jurisdiction;[2] and (ii) there is a process for escalating and resolving issues about a proposed pleading to management as necessary.

The operational enhancements described above were implemented by the Company on or before the third quarter of 2017.

## III. Escrow

### A. Statement of Facts

The Company represents that the following facts are accurate to the best of its knowledge and belief:

With respect to Bankruptcy Cases filed before January 1, 2015, the Company historically did not always run annual escrow analyses for certain Mortgage Loan accounts for Borrowers in

[2] Requirements regarding the approval of the Loan Modification may differ based on jurisdictional practice or rules. For example, some jurisdictions may require the Borrower to file a Motion to Approve the Loan Modification.

Bankruptcy Cases,[3] as a result of the Company's understanding of the federal regulatory requirements for accounts in bankruptcy, and the functionality of the Company's escrow analysis automation. Not all Mortgage Loan accounts in bankruptcy had missing annual escrow analyses and nothing herein should be construed to imply that such issues apply to all Mortgage Loan accounts in bankruptcy (the **"Escrow Practices"**).

Even where the Company did not conduct an escrow analysis for each twelve month period that a Mortgage Loan account was in active bankruptcy (the "Escrow Cycle"), it made the required disbursements to third parties for taxes, insurance or other assessments for the benefit of Borrowers, as well as in the interest of the Investor(s).

### B. Population & Remediation

The Company has undertaken corrective action as described in Appendix 2 to address the Escrow Practices. Such corrective actions are referred to as the **"Escrow Remediation."** To determine the population eligible for Escrow Remediation, the Company identified Mortgage Loans according to the criteria described in Appendix 2. This population is the **"Escrow Remediation Population."**

The final in-scope Escrow Remediation Population is comprised of 13,774 Mortgage Loans. The final Escrow Remediation consisted of approximately $23.98M million in credits to escrow accounts or refunds to Borrowers.

### C. Operational Enhancements

The Company has implemented a number of operational enhancements to address the Escrow Practices. In particular, the Company has:

- established a requirement that escrow analyses be run annually for Mortgage Loans in Bankruptcy Cases unless an exception applies;
- established a requirement for PCNs to be filed for such escrow analyses;
- established control processes and reporting mechanisms to identify any Mortgage Loans in Bankruptcy Cases with an Escrow Account that have not had an escrow analysis run for each Escrow Cycle, and to complete analyses for such Mortgage Loans unless an exception applies; and
- implemented various technological enhancements to further enhance its escrow process.

The operational enhancements described above were implemented by the Company on or before the fourth quarter of 2016.

[3] Because an escrow analysis was not conducted, the Borrower's monthly escrow payment amount did not change on the Company's system of record.

## IV. Unnoticed Advances

### A. Statement of Facts

The Company represents that the following facts are accurate to the best of its knowledge and belief:

Prior to the fourth quarter of 2016, the Company had inconsistent legacy practices for noticing Advances during a Bankruptcy Case in accordance with Bankruptcy Rule 3002.1(c). Additionally, upon the account review following the Borrower's discharge, or prior to filing a POC in a subsequent Bankruptcy Case, the Company did not always consistently review and remove previously unnoticed fees and costs. These inconsistencies were largely caused by the fact that the Company's historical reporting did not adequately identify instances when Advances were assessed to a Mortgage Loan account that was in an active Bankruptcy Case such that a NPFC could be timely filed with the bankruptcy court. The practices described directly above are collectively defined as the "**Advances Practices**." Not all Mortgage Loans had unnoticed Advances related to a Bankruptcy Case or had unnoticed Advances related to a Bankruptcy Case that were not timely removed from the borrower's account and nothing herein should be construed to imply such issues apply to all Mortgage Loans.

### B. Population & Remediation

The Company has undertaken corrective action as described in Appendix 3 to address the Advances Practices. Such corrective actions are referred to as the "**Advances Remediation**." To determine the population eligible for Advances Remediation, the Company identified Mortgage Loans according to the criteria described in Appendix 3. This population is the "**Advances Remediation Population**."

The final in-scope Advances Remediation Population is comprised of 785 Mortgage Loans. The final Advances Remediation comprised of approximately $.90M in waivers and refunds to Borrowers.

### C. Operational Enhancements

The Company has implemented a number of operational enhancements to address the Advances Practices. In particular, the Company has:

- established a team within the bankruptcy department with the responsibility of preparing, reviewing, and filing NPFCs;

- adopted or enhanced checklists to assist in the preparation of and quality control review of NPFCs as they relate to Advances in order to ensure compliance with the requirements of the Bankruptcy Code and Bankruptcy Rules;

- established a procedure by which, when performing a Reconciliation of an account for a Borrower in a Bankruptcy Case, all Unnoticed Advances will be waived from the Borrower's account in accordance with the Bankruptcy Rules; and

- established a procedure by which, when preparing a POC, bankruptcy representatives will review the Mortgage Loan for Unnoticed Advances from a previous, discharged Bankruptcy Case that remain on the account or were previously paid, and will waive or credit, as appropriate, any such Unnoticed Advances before a POC is filed in a subsequent Bankruptcy Case.

The operational enhancements described above were implemented by the Company on or before fourth quarter of 2016.

## V. Company Validation Assurances

### A. Validation Processes and Reporting

The Company has completed a review and validation of the LMA Remediation, Escrow Remediation and Advances Remediation undertaken pursuant to the MOU. The Company represents that it utilized the CTO to independently review the population approach, review the remediation via a statistically valid sampling of Mortgage Loans in the Remediation Populations and confirm the Operational Enhancements via review of present day policies and procedures (the "Validation Assurances").[4] The CTO provided a written summary of its findings to the Company that detailed the background of the review, the population approach, the sampling methodology, and the review's conclusions for the LMA Remediation, Escrow Remediation and Advances Remediation (the "Summary") and the Company will provide a copy of the Summary to the USTP within 15 business days of the Effective Date. Supporting materials related to the Summary will include policies and procedures, test scripts, and example work papers (the "CTO Materials"). The USTP shall have an opportunity to review the Summary and CTO Materials.

Following Ditech's submission of the Summary and CTO Materials, the USTP shall have 45 days (or as otherwise agreed upon between the Parties) to submit questions, concerns or otherwise respond to the Validation Assurances and results set forth in the Summary and CTO Materials. Such matters shall be submitted to the Company in writing. If the USTP does not raise issues or otherwise respond as set forth in this provision, the Company shall have no further obligations under the MOU.

If the USTP submits questions, concerns or otherwise responds to the Validation Assurances and the results set forth in the Summary and CTO Materials, the Company shall submit a response to the USTP within 45 days (or as otherwise agreed upon between the Parties) in writing. If the Company's response thereto is satisfactory to the USTP, then the Company shall have no further obligations under the MOU. As set forth herein, the Parties agree to work in good faith informally to resolve any disputes arising in connection with the Validation Assurances.

### B. Access to Information and Confidential Information

Upon reasonable notice to be made within 90 days of Ditech's submission of the Summary and CTO Materials (or as otherwise agreed upon between the Parties), the Company shall permit the USTP to inspect and copy non-privileged records pertinent to this MOU. The Company, if appropriate, may designate documents, information, or portions of a document or other tangible

[4] The Company has engaged a Vendor to assist in the LMA Review, LMA Remediation and validation.

thing (except this MOU, the Appendices, and the Summary) provided by the Company to the USTP, which the Company asserts contains a trade secret or confidential research, development, or commercial information subject to protection under applicable state or federal laws as Confidential (collectively, "Confidential Information").

The USTP agrees to protect Confidential Information to the extent permitted by law. However, this agreement shall not prevent or in any way limit the ability of USTP to comply with any subpoena, Congressional demand for documents or information, court order, request under the Right to Financial Privacy Act, or a public records or a Freedom of Information Act request; provided, however, that in the event that USTP receives such a subpoena, Congressional demand, court order or other request for the production of any Confidential Information covered by this MOU, the USTP shall, unless prohibited under applicable law or unless the USTP would violate or be in contempt of the subpoena, Congressional demand, or court order, (1) notify[5] the Company of such request as soon as practicable and in no event more than ten (10) calendar days of its receipt or three (3) calendar days before the return date of the request, whichever is sooner, and (2) allow the Company ten (10) calendar days from the receipt of the notice to obtain a protective order or stay of production for the documents or information sought, or to otherwise resolve the issue, before the USTP discloses such documents or information. In all cases covered by this provision, the USTP shall inform the requesting party that the documents or information sought were produced subject to the terms of the MOU and these requirements.

## VI. USTP Actions

For the purposes of this section, the "Company" includes the Company and any affiliated entity[6] and any of their respective successors or assigns, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, individually and collectively, and shall specifically include any third-party that may purchase the servicing rights to the Remediation Populations referenced herein through the asset sales process in the Bankruptcy Court for the Southern District of New York in *In re Ditech Holding Corporation, et al.*, Case No. 19-10412.

Upon execution of this MOU, the USTP will take such steps as may be reasonably necessary to fully and finally withdraw or facilitate the dismissal with prejudice of pending objections and other actions by the United States Trustees, including all related discovery requests, whether formal or informal, and requests for examination under Bankruptcy Rule 2004 (collectively, "the Discovery Requests") and subpoenas or subpoenas duces tecum (collectively, "the Subpoenas"), directed to or filed against the Company based on the Covered Practices in the active individual Bankruptcy Cases and contested matters set forth on Exhibit A. Nothing in this Paragraph requires the USTP to withdraw or facilitate the dismissal of Discovery Requests and Subpoenas to the extent that relief against another party, other than the Company, its affiliates, or directors, employees and officers of the Company or its affiliates, is the purpose of such discovery.

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[5] Any notification to the Company shall include counsel for the Company, Christian W. Hancock at Bradley Arant Boult Cummings LLP.

[6] For the purposes of this MOU, Reverse Mortgage Solutions is not considered an affiliated entity.

The USTP will refrain from instituting, directing or maintaining any action or participating in any action by a third party (except that the USTP may participate in an action to the extent ordered by a court provided that the USTP may not seek such a court order formally or informally), against the Company, pertaining to the Company's mortgage-related claims filed in a Borrower's Bankruptcy Case prior to the Effective Date of this MOU and based on the Covered Practices. Further, except as provided in subsection (v) below, and as provided in existing protective orders between the Parties, the USTP shall refrain from sharing information obtained via the Discovery Requests and Subpoenas (unless required to do so under applicable law or pursuant to a court order) in support of any action against the Company pertaining to the Company's mortgage-related claims filed in a Borrower's Bankruptcy Case prior to the Effective Date of this MOU and based on the Covered Practices.

Notwithstanding the foregoing, nothing in this MOU shall be construed as a waiver of, or a restriction or prohibition on, the USTP's ability following the entry of this MOU:

(i) In individual Bankruptcy Cases for Mortgage Loans in the Remediation Populations, to seek corrective action by Ditech Financial, LLC to ensure that the remediation required under the MOU as described in Appendices 1-3 has been provided;

(ii) Except as otherwise addressed in sub-section (i) above, in individual Bankruptcy Cases to the extent permitted by law, to formally or informally seek corrective action (but not fines, penalties, or sanctions), to address material inaccuracies relating to the Company's mortgage-related filings based on the Covered Practices; provided, however, that this provision shall not constitute a waiver of, or restriction or prohibition on, the Company's ability to dispute whether the United States Trustees have authority or ability to seek such a cure.

(iii) In individual Bankruptcy Cases, to undertake any formal or informal action with respect to any filing by the Company in a Bankruptcy Case that is not based on the Covered Practices described herein;

(iv) To seek and obtain discovery from the Company in any Bankruptcy Case or proceeding, including discovery based on or pertaining to the Covered Practices, as long as such discovery is not sought for the purpose of enforcing claims or causes of action released herein;

(v) To assert defenses or claims against any other party, and the USTP shall have no obligation to seek dismissal of any pending adversary proceedings, contested matters, appeals, and other actions filed by the USTP against any other party in Bankruptcy Cases involving Mortgage Loans; and

(vi) To cooperate with or provide assistance to other governmental agencies in connection with the Covered Practices, or sharing information or discovery arising out of or pertaining to the Covered Practices with other governmental agencies (while adhering to all applicable protective orders between the Parties).

## VII. Miscellaneous Provisions

This MOU is intended to be solely for the benefit of the Parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the Parties

hereto. This MOU will not bind or prejudice the rights and claims of non-Parties, including other components of the Department of Justice, any other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities. Notwithstanding any other provision of this MOU, claims with respect to any criminal liability are especially reserved and are not released.

This MOU sets forth all the terms of the understanding between the Parties relating to the subject matter reflected herein and may not be modified except in writing executed and delivered by the Parties hereto.

If the USTP believes that there has been a failure by the Company to perform in a timely manner any act required by this MOU, or otherwise to act in conformance with any provision thereof, the USTP will notify the Company in writing. In individual Bankruptcy Cases (other than Bankruptcy Cases where an assignment, transfer of claim, or other documentation has been filed pursuant to Bankruptcy Rule 3001(e) to indicate termination of Ditech Financial LLC's servicing of the Mortgage Loan), the USTP will first seek any such corrective action from Ditech Financial LLC if the USTP is aware that the Mortgage Loan subject to inquiry is in the Remediation Populations and the action relates to the Covered Practices; if such corrective action must be sought from the purchaser of the servicing rights to the Remediation Populations, the USTP will provide contemporary notice of such requests to Ditech Financial LLC or its resulting bankruptcy estate. The parties shall endeavor in good faith to resolve any disputes regarding interpretation of, or compliance with this MOU prior to initiating any action. In the event the parties are unable to resolve any dispute, the Parties each reserve all rights to take whatever action they deem appropriate in any appropriate forum.

The Company recognizes that the USTP is entering into this MOU in reliance on the material accuracy and material completeness of the factual representations set forth herein and that in the event of fraud or misrepresentation of material facts the USTP reserves all rights to take whatever action it deems appropriate in any appropriate forum.

Nothing in this MOU shall relieve the Company (including all entities defined as the "Company" in Section VI) of its obligation to comply with applicable state and federal laws. To the extent any provision contained herein is determined to be invalid or unenforceable under applicable law, such provisions shall be limited or eliminated only to the minimum extent necessary so that this MOU shall otherwise remain in full force.

This MOU may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original and all of which shall constitute one and the same agreement.

The undersigned agree to the terms of this Memorandum of Understanding.

**Seen and agreed to:**

**DITECH FINANCIAL LLC**

Jerry Lombardo
Chief Financial Officer
Ditech Holding Corporation

Robert R. Maddox
Christian W. Hancock
Bradley Arant Boult Cummings LLP

**EXECUTIVE OFFICE FOR UNITED STATES TRUSTEES**

Ramona D. Elliott
Deputy Director/General Counsel
Executive Office for United States Trustees
United States Department of Justice
441 G Street, NW
Suite 6150
Washington, DC 20530

**Seen and agreed to:**

**DITECH FINANCIAL LLC**

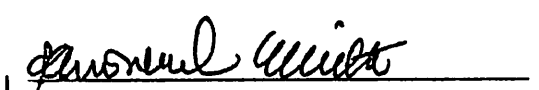
_____

Jerry Lombardo
Chief Financial Officer
Ditech Holding Corporation

_____

Robert R. Maddox
Christian W. Hancock
Bradley Arant Boult Cummings LLP

**EXECUTIVE OFFICE FOR UNITED STATES TRUSTEES**



Ramona D. Elliott
Deputy Director/General Counsel
Executive Office for United States Trustees
United States Department of Justice
441 G Street, NW
Suite 6150
Washington, DC 20530

## APPENDICES

The Company developed the populations and implemented the remediation approaches discussed herein as required under the MOU. The below descriptions set forth the steps taken to identify the remediation populations and complete the remediation required by the MOU. As set forth in the appendices below, the Company represents that it has accurately identified the populations and completed the remediation required under the MOU.

### Appendix 1 – LMA Remediation Population & Remediation

1. To determine the population eligible for LMA Remediation, the Company identified Mortgage Loans that have been or are serviced by the Company and where:
   a. One or more of the Borrowers entered into a Loan Modification at some point between December 1, 2011 and September 30, 2015;
   b. At the time the Loan Modification was completed, one or more of the Borrowers was a debtor in a Bankruptcy Case;
   c. A court order approving the Loan Modification was not entered prior to the first payment due date of the Loan Modification; and
   d. At the time of the LMA Review and/or LMA Remediation implementation:
      i. The Borrower's Bankruptcy Case had not been dismissed or converted to another chapter;
      ii. The Company had not received relief from the automatic stay; and
      iii. The Mortgage Loan had not been resolved,[7] paid in full or charged off on the Company's system of record.

This population is the "**LMA Remediation Population.**"

2. The Company has remediated the LMA Remediation Population as described below:[8]
   a. **Notice of Post-Petition Payments**: If the post-petition monthly payments due on the system of record for a particular Mortgage Loan were greater than the post-petition monthly payments noticed to the bankruptcy court in accordance with Bankruptcy Rules 3001, 3002 and 3002.1 at any time between the petition date and the earlier of: i) the LMA Review completion or ii) the date of Borrower's discharge, the Company credited the Borrower's account with the difference between the funds due and the funds noticed for the applicable time period.

[7] Resolved means the Company's servicing of the Mortgage Loan ended via foreclosure sale, short sale, deed in lieu of foreclosure, or other similar event.

[8] Variations in the remediation process have occurred on certain Mortgage Loans due to the passage of time, refinement of the remediation process, specific borrower request or litigation, separate USTP stipulation requests, and other similar factors. In addition, Mortgage Loans for which servicing transferred prior to the LMA Review implementation may receive a check in the amount of the remediation, instead of an account adjustment.

b. **Overpayments in Discharged Bankruptcy Cases:**

i. **Post-Petition Payments.** If the funds disbursed by the Chapter 13 Trustee or the Borrower were greater than the post-petition monthly payments due on the system of record for a particular Mortgage Loan at any time between the Petition Date and the date of Borrower's discharge, the Company identified the difference between the funds disbursed and the funds due for that time period as a potential overpayment to be refunded. However, in Bankruptcy Cases where the Borrower has already received the benefit of the overpayment and issuing a refund would cause Borrower's account to become delinquent or more delinquent, a Borrower may be advised that the funds will remain on the account and will not be issued to him or her because refunding this amount would cause their account to become delinquent or more delinquent.

ii. **Arrearage payments.** If the Company (a) received any arrearage payments greater than the amount properly noticed or (b) capitalized arrearage amounts into the Loan Modification, and then applied the overpayment to the account after the implementation of the Loan Modification on the system of record (and such payments were not previously refunded), the Company identified the arrearage payments applied to the account after the implementation of the Loan Modification as a potential overpayment to be refunded. However, in Bankruptcy Cases where the Borrower has already received the benefit of the overpayment and issuing a refund would cause Borrower's account to become delinquent or more delinquent, a Borrower may be advised that the funds will remain on the account and will not be issued to him or her because refunding this amount would cause his or her account to become delinquent or more delinquent.

iii. **Refund Threshold.** Excluding post-petition overpayments made by the Borrower, if the sum of any overpayments identified in Paragraphs 2(b) (i) and (ii) above are greater than or equal to $5,500, the Company contacted the Chapter 13 Trustee in the Bankruptcy Case to confirm whether the overpayment should be sent to the Chapter 13 Trustee and if so, whether the Company should file a motion to reopen the Bankruptcy Case.

1. If the Chapter 13 Trustee requested that the funds be sent to them, the Company issued a refund in the amount of the overpayment to the Chapter 13 Trustee and if requested, filed a motion to reopen the Bankruptcy Case.

2. If the Chapter 13 Trustee disclaimed or failed to claim the overpayment within a reasonable time period, the Company issued any refund to the Borrower to the extent that it would not cause his or her account to become delinquent or more delinquent.

c. **Overpayments in Active Bankruptcy Cases:**

i. **Post-Petition Payments.** If the funds disbursed by the Chapter 13 Trustee or the Borrower were greater than the post-petition monthly payments due on the system of record for a particular Mortgage Loan at any time between the Petition Date until the LMA Review completion,[9] the Company identified the difference between the funds disbursed and the funds due for that time period to the Chapter 13 Trustee as a potential overpayment to be refunded.

1. In Bankruptcy Cases where the Chapter 13 Trustee is making post-petition payments to the Company, the Company issued a refund in the amount of the overpayment to the Chapter 13 Trustee.

2. In Bankruptcy Cases where the Borrower is making post-petition payments directly to the Company and issuing a refund would cause Borrower's account to become delinquent or more delinquent, a Borrower may be advised that the funds will remain on the account and will not be issued to him or her because refunding this amount would cause their account to become delinquent or more delinquent.

ii. **Arrearage payments.** If the Company (a) received any arrearage payments greater than the amount properly noticed or (b) capitalized arrearage amounts into the Loan Modification, and then applied the overpayment to the account after the implementation of the Loan Modification on the system of record (and such payments were not previously refunded), the Company refunded the arrearage payments applied to the account after the implementation of the Loan Modification to the Chapter 13 Trustee.

d. **Post-Modification Fees and Costs:** If, after the implementation of a Loan Modification, the Company (i) failed to notice fees and/or costs assessed to the Borrower's account to the bankruptcy court or (ii) fees and/or costs assessed to Borrower's account were higher than the amount noticed to the bankruptcy court, the Company credited Borrower's account with the difference between the amount assessed and the amount noticed.

e. **Capitalization Remediation:** The Company also reviewed Mortgage Loans that met all of the criteria set forth in Paragraphs (1) (a), (b) and (d) and for which bankruptcy court order approving the Loan Modification was entered prior to the first payment due date of the Loan Modification to determine if any fees/costs capitalized were unnoticed to the bankruptcy courts. If any fees or costs capitalized during that Loan Modification were not timely noticed to the bankruptcy court by either the Company or a prior servicer, the Company

[9] Mortgage Loans may have received additional remediation post-LMA Review completion via court order, stipulation, or Reconciliation.

reduced the principal balance of the Mortgage Loan or refunded the amount of the unnoticed fees or costs, as appropriate.

f. In certain circumstances where the account service transferred before LMA Remediation was implemented, the Company issued a refund check instead of processing a credit for the remediation amount as outlined above.

**Appendix 2 – Escrow Population & Remediation**

1. The Company has identified the relevant population of Mortgage Loans as those that have been or are serviced by the Company and:

a. Which were in a Bankruptcy Case any time after December 1, 2011;
b. Which had an open and Active Escrow Account[10] at a time that was both i) after December 1, 2011 and ii) during a period the Mortgage Loan was in an active Bankruptcy Case;
c. Where the Mortgage Loan had at least one period, longer than 12 months, between i) the later of the bankruptcy Petition Date, the date the Company acquired the Mortgage Loan, the escrow account open date, or December 1, 2011 (the "**Evaluation Begin Date**") and ii) the earlier of the bankruptcy disposition date or September 30, 2016, (the "**Evaluation End Date**"),[11] where it was in active bankruptcy and had no escrow analysis (the entire period identified as the "**Evaluation Period**");
d. Where the borrower did not surrender their property or cram down their loan during the Subject Bankruptcy Case;[12]
e. Where there was no order granting relief from the automatic stay related to the Borrower's Mortgage Loan;
f. Where the Borrower was discharged from his or her Bankruptcy Case, the Borrower has not filed a subsequent Bankruptcy Case, and the Mortgage Loan account is less than 180 days delinquent at the time of evaluation for remediation;
g. Which are not in foreclosure at time of evaluation for remediation;
h. Which had an escrow analysis delayed more than four months during the Evaluation Period;
i. Which, at the time of evaluation for remediation, had not been resolved,[13] paid in full, or charged off on the Company's system of record; and
j. Where, at the time of remediation, the Subject Bankruptcy Case had not been dismissed.

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[10] "Active Escrow Account" means an account where the Company's system of record indicated an amount greater than zero due monthly from the borrower for escrow, and from which the Company disbursed funds to pay taxes and/or insurance premiums on behalf of the borrower.

[11] The Escrow Remediation Population was determined in September 2016. In 2018, following numerous discussions with the EOUST, the Company reviewed all Mortgage Loans that had been excluded from the population solely due to the September 2016 Evaluation End Date, re-reviewed those loans through present day, and returned a subset of Mortgage Loans to the Escrow Remediation Population because they evidenced a period without escrow analyses.

[12] "Subject Bankruptcy Case" means the bankruptcy case during which the Company did not run annual escrow analyses. The Borrower may have filed for bankruptcy relief at a later time during which the Company did run annual escrow analyses. This would not remove the Borrower from the Escrow Remediation Population.

[13] "Resolved" could mean the Company's servicing of the Mortgage Loan ended via service transfer prior to the time period that the population was identified, foreclosure sale, short sale, or deed in lieu of foreclosure.

**Appendix 2 – Escrow Population & Remediation**

1. The Company has identified the relevant population of Mortgage Loans as those that have been or are serviced by the Company and:

a. Which were in a Bankruptcy Case any time after December 1, 2011;
b. Which had an open and Active Escrow Account[10] at a time that was both i) after December 1, 2011 and ii) during a period the Mortgage Loan was in an active Bankruptcy Case;
c. Where the Mortgage Loan had at least one period, longer than 12 months, between i) the later of the bankruptcy Petition Date, the date the Company acquired the Mortgage Loan, the escrow account open date, or December 1, 2011 (the "**Evaluation Begin Date**") and ii) the earlier of the bankruptcy disposition date or September 30, 2016, (the "**Evaluation End Date**"),[11] where it was in active bankruptcy and had no escrow analysis (the entire period identified as the "**Evaluation Period**");
d. Where the borrower did not surrender their property or cram down their loan during the Subject Bankruptcy Case;[12]
e. Where there was no order granting relief from the automatic stay related to the Borrower's Mortgage Loan;
f. Where the Borrower was discharged from his or her Bankruptcy Case, the Borrower has not filed a subsequent Bankruptcy Case, and the Mortgage Loan account is less than 180 days delinquent at the time of evaluation for remediation;
g. Which are not in foreclosure at time of evaluation for remediation;
h. Which had an escrow analysis delayed more than four months during the Evaluation Period;
i. Which, at the time of evaluation for remediation, had not been resolved,[13] paid in full, or charged off on the Company's system of record; and
j. Where, at the time of remediation, the Subject Bankruptcy Case had not been dismissed.

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[10] "Active Escrow Account" means an account where the Company's system of record indicated an amount greater than zero due monthly from the borrower for escrow, and from which the Company disbursed funds to pay taxes and/or insurance premiums on behalf of the borrower.

[11] The Escrow Remediation Population was determined in September 2016. In 2018, following numerous discussions with the EOUST, the Company reviewed all Mortgage Loans that had been excluded from the population solely due to the September 2016 Evaluation End Date, re-reviewed those loans through present day, and returned a subset of Mortgage Loans to the Escrow Remediation Population because they evidenced a period without escrow analyses.

[12] "Subject Bankruptcy Case" means the bankruptcy case during which the Company did not run annual escrow analyses. The Borrower may have filed for bankruptcy relief at a later time during which the Company did run annual escrow analyses. This would not remove the Borrower from the Escrow Remediation Population.

[13] "Resolved" could mean the Company's servicing of the Mortgage Loan ended via service transfer prior to the time period that the population was identified, foreclosure sale, short sale, or deed in lieu of foreclosure.

2. This population is the "**Escrow Remediation Population.**"

3. The Company has remediated the Escrow Remediation Population in varying forms. Mortgage Loans with a Chapter 13 discharge received Variance Determination, as detailed herein. Mortgage Loans still in an active Bankruptcy Case had the existing shortage, if any, waived.

4. **Variance Determination:** The Company first determined if each Mortgage Loans in the Escrow Remediation Population reflects a "Negative Variance," meaning the amounts disbursed from the escrow account exceed the sum of amounts billed for escrow during each Calculation Period, as detailed below.[14]

a. If the Evaluation Begin Date is the date of service transfer:
   i. The Calculation Begin Date was three (3) months after the date of service transfer if no escrow analysis occurred in the first three (3) months after the date of service transfer; or
   ii. The Calculation Begin Date was twelve (12) months after an escrow analysis if such escrow analysis occurred in the first three (3) months after the date of service transfer. Any additional escrow analyses that are within twelve (12) months of the prior escrow analyses will continue to extend the Calculation Begin Date by twelve (12) months.
b. If the Evaluation Begin Date is not the date of service transfer:
   i. The Calculation Begin Date was twelve (12) months after the Evaluation Begin Date if no escrow analysis occurred in the first twelve (12) months after the Evaluation Begin date; or
   ii. The Calculation Begin Date was twelve (12) months after the first escrow analysis following the Evaluation Begin Date where another escrow analysis was not present within those twelve (12) months. Any additional escrow analyses that are within twelve (12) months of the prior escrow analyses will continue to extend the Calculation Begin Date by twelve (12) months.
c. The Calculation End Date will be the earliest of: i) an escrow analysis date; ii) the date the escrow account was closed; or iii) the date the calculation is performed. If a Negative Variance is present, the Company has or will credit the borrower's escrow account with the full Negative Variance.

5. **Shortage Determination:** For Mortgage Loans in an active Bankruptcy Case at the time of Escrow Remediation, the Company ran a pro forma to determine the likely outcome of an escrow analysis. If that pro forma evidenced a shortage, the amount of the shortage reflected on the pro forma was credited to the Borrower's escrow account.

6. **Escrow Analysis**: If the Borrower had an open escrow account at the time of Escrow Remediation, an escrow analysis was prepared and provided to the Borrower after any

[14] There can be multiple calculation periods for an individual loan if an escrow analysis was run during the Escrow Remediation Calculation period.

credits due via the Shortage Determination or Variance Determination were made to the escrow account.

7. **Escrow PCNs:** For those Mortgage Loans in the Escrow Remediation Population that were still in active Bankruptcy Case at the time of Escrow Remediation, the Company filed a PCN based on any payment change arising from the escrow analysis.

8. **Escrow Credit Letters**: If the Borrower received a credit for Negative Variance pursuant to Paragraph 4 above, the Company provided written notice of such credit to the Borrower.

**Appendix 3 –Advances Population & Remediation**

1. The Company has or is remediating two (2) populations of Mortgage Loans collectively described as the "Unnoticed Advances Remediation Population". The Company has identified the relevant loans as those Mortgage Loans that have been or are serviced by the Company:

   a. Where (i) the Borrower has had two Bankruptcy Cases (the first resulting in a discharge and the second is active at the time of review) and (ii) a POC was filed in the second Bankruptcy Case that included Unnoticed Advances remaining from the Borrower's first Bankruptcy Case; and
   b. Where the Borrower has obtained a discharge in a Bankruptcy Case and Advances were assessed but not appropriately and timely noticed during that Bankruptcy Case.[15]

2. For the Unnoticed Advances Remediation Population identified above, the Company will waive or credit, as appropriate, any Unnoticed Advance.

3. For those where the Borrower has filed a second Bankruptcy Case, in addition to waiving any Unnoticed Advance, the Company will file an APOC in Bankruptcy Cases that are active and where a POC has already been filed.

[15] Any Mortgage Loans subject to a Chapter 13 plan where the entirety of the debt is paid through the Chapter 13 plan are excluded from the population.

## EXHIBIT A – USTP ACTIONS

**Active:**

| | |
|---|---|
| Grappone | Vermont (D. Vt. 14-10192) |
| Mischle (Consol. Proc.) | Michigan (E.D. Mich. 14-40885) |
| Painter | Georgia (N.D. Ga. 14-42520) |
| Smith | Michigan (E.D. Mich. 12-51589) |
| Stokes | Mississippi (N.D. Miss. 15-13669) |

**Closed:**[16]

| | |
|---|---|
| Brewster | Georgia (N.D. Ga. 14-10959) |
| Falanga | Pennsylvania (W.D. Pa. 13-20589) |
| Gebhardt v. Ditech (Misc. Proc.) | Georgia (N.D. Ga. 16-00503) |
| Hendrian | Michigan (E.D. Mich. 09-79352) |
| Hendrickson | Virginia (W.D. Va. 12-71901) |
| Lee | Georgia (N.D. Ga. 15-55522) |
| Marshall | Pennsylvania (W.D. Pa. 13-70542) |
| Moore | Michigan (E.D. Mich. 08-33980) |
| Pearson | Georgia (N.D. Ga. 12-62207) |
| Prior | Vermont (D. Vt. 11-10139) |
| Jacobs | Illinois (N.D. Il. 17-08845) |
| Ramos | California (C.D. Cal. 14-11489) |
| Ross | Nevada (D. Nev. 13-14261) |
| Smith | Pennsylvania (W.D. Pa. 10-26668) |
| Toby | Georgia (N.D. Ga. 15-58661) |
| Ware | Indiana (S.D. Ind. 11-06511) |
| Young | Virginia (W.D. Va. 11-71432) |

[16] The USTP will not seek to reopen closed Bankruptcy Cases to withdraw objections or discovery requests.

UNITED STATES BANKRUPTCY COURT
EVANSVILLE DISTRICT OF INDIANA

| | | |
|---|---|---|
| In re: JUSTIN A. GOURLEY | § | Case No. 12-70447 |
| SHAWN J. GOURLEY | § | |
| | § | |
| Debtor(s) | § | |

## CHAPTER 13 STANDING TRUSTEE'S FINAL REPORT AND ACCOUNT

Robert P. Musgrave, Chapter 13 Trustee, submits the following Final Report and Account of the administration of the estate pursuant to 11 U.S.C § 1302(b)(1). The Trustee declares as follows:

1) The case was filed on 03/28/2012.

2) The plan was confirmed on 05/11/2012.

3) The plan was modified by order after confirmation pursuant to 11 U.S.C § 1329 on NA.

4) The Trustee filed action to remedy default by the debtor(s) in performance under the plan on 08/17/2016.

5) The case was dismissed on 09/09/2016.

6) Number of months from filing or conversion to last payment: 51.

7) Number of months case was pending: 55.

8) Total value of assets abandoned by court order: NA.

9) Total value of assets exempted: $8,400.00.

10) Amount of unsecured claims discharged without full payment: $0.00.

11) All checks distributed by the Trustee relating to this case have cleared the bank.

| | | |
|---|---|---|
| **Receipts:** | | |
| Total paid by or on behalf of the debtor(s) | $ 73,772.07 | |
| Less amount refunded to debtor(s) | $ 357.92 | |
| **NET RECEIPTS** | | $ 73,414.15 |

| | | |
|---|---|---|
| **Expenses of Administration:** | | |
| Attorney's Fees Paid Through the Plan | $ 3,081.00 | |
| Court Costs | $ 104.83 | |
| Trustee Expenses & Compensation | $ 3,890.45 | |
| Other | $ 0.00 | |
| **TOTAL EXPENSES OF ADMINISTRATION** | | $ 7,076.28 |
| Attorney fees paid and disclosed by debtor(s): | $ 0.00 | |

**Scheduled Creditors:**

| Creditor Name | Class | Claim Scheduled | Claim Asserted | Claim Allowed | Principal Paid | Interest Paid |
|---|---|---|---|---|---|---|
| R. JEFF DODSON | Lgl | 3,081.00 | 3,081.00 | 3,081.00 | 3,081.00 | 0.00 |
| GREEN TREE SERVICING LLC | Con | 95,139.00 | 60,809.20 | 60,809.20 | 31,929.45 | 0.00 |
| GREEN TREE SERVICING LLC | Sec | 0.00 | 22,867.62 | 22,867.62 | 12,253.53 | 0.00 |
| DONS AUTO SALES | Sec | 4,000.00 | 4,090.00 | 4,090.00 | 4,090.00 | 267.23 |
| WEST COAST SERVICING INC | Con | 15,982.00 | 12,511.46 | 12,511.46 | 4,568.75 | 4,101.25 |
| WEST COAST SERVICING INC | Sec | 0.00 | 16,700.25 | 16,700.25 | 9,127.66 | 0.00 |
| CASH PRO INC | Uns | 1,800.00 | NA | NA | 0.00 | 0.00 |
| DEACONESS HOSPITAL, INC | Uns | 5,588.00 | 5,601.29 | 5,601.29 | 0.00 | 0.00 |
| ASSET ACCEPTANCE LLC AS | Uns | 315.00 | 383.71 | 383.71 | 0.00 | 0.00 |
| VANDERBURGH COUNTY | Sec | 0.00 | 408.12 | 408.12 | 0.00 | 0.00 |
| AGAPE OB/GYN, PC | Uns | 96.00 | NA | NA | 0.00 | 0.00 |
| ALLERGY & ASTHMA CARE | Uns | 103.00 | NA | NA | 0.00 | 0.00 |
| TRISTATE ANATOMIC LAB LLC | Uns | 261.00 | NA | NA | 0.00 | 0.00 |
| ERIE INSURANCE COMPANY | Uns | 1,183.00 | 1,021.22 | 0.00 | 0.00 | 0.00 |
| PARKDALE ANIMAL HOSPITAL | Uns | 23.00 | NA | NA | 0.00 | 0.00 |
| ST MARYS MEDICAL CENTER | Uns | 40.00 | NA | NA | 0.00 | 0.00 |
| ST MARYS MEDICAL CENTER | Uns | 485.00 | NA | NA | 0.00 | 0.00 |
| ERIE INSURANCE COMPANY | Uns | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**Scheduled Creditors:**

| Creditor Name | Class | Claim Scheduled | Claim Asserted | Claim Allowed | Principal Paid | Interest Paid |
|---|---|---|---|---|---|---|
| BANK OF AMERICA | Adm | 0.00 | 225.00 | 225.00 | 104.83 | 0.00 |

Summary of Disbursements to Creditors:

| | Claim Allowed | Principal Paid | Interest Paid |
|---|---|---|---|
| **Secured Payments:** | | | |
| Mortgage Ongoing | $ 73,320.66 | $ 36,498.20 | $ 4,101.25 |
| Mortgage Arrearage | $ 0.00 | $ 0.00 | $ 0.00 |
| Debt Secured by Vehicle | $ 0.00 | $ 0.00 | $ 0.00 |
| All Other Secured | $ 44,065.99 | $ 25,471.19 | $ 267.23 |
| **TOTAL SECURED:** | $ 117,386.65 | $ 61,969.39 | $ 4,368.48 |
| **Priority Unsecured Payments:** | | | |
| Domestic Support Arrearage | $ 0.00 | $ 0.00 | $ 0.00 |
| Domestic Support Ongoing | $ 0.00 | $ 0.00 | $ 0.00 |
| All Other Priority | $ 0.00 | $ 0.00 | $ 0.00 |
| **TOTAL PRIORITY:** | $ 0.00 | $ 0.00 | $ 0.00 |
| **GENERAL UNSECURED PAYMENTS:** | $ 5,985.00 | $ 0.00 | $ 0.00 |

Disbursements:

| | | |
|---|---|---|
| Expenses of Administration | $ 7,076.28 | |
| Disbursements to Creditors | $ 66,337.87 | |
| **TOTAL DISBURSEMENTS:** | | $ 73,414.15 |

12) The Trustee certifies that, pursuant to Federal Rule of Bankruptcy Procedure 5009, the estate has been fully administered, the foregoing summary is true and complete, and all administrative matters for which the Trustee is responsible have been completed. The Trustee requests a final decree be entered that discharges the Trustee and grants such other relief as may be just and proper.

Date: 11/22/2016 By: /s/ Robert P. Musgrave
Trustee

**STATEMENT:** This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

REPRESENTATION OF ORIGINAL DOCUMENT

ditech

PO Box 6172, Rapid City, SD 57709-6172

# BILLING STATEMENT

| Statement Date | Payment Due Date | Amount Due |
|---|---|---|
| 07/16/2018 | 07/16/2018 | $22,090.74 |

2-776-14158-0020322-003-1-001-000-000-000

JUSTIN GOURLEY
5900 TWICKINGHAM DR
EVANSVILLE IN 47711-2052

The Amount Due reflected above is as of 07/16/2018

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 94710
Palatine, IL 60094-4710

Call 1-800-643-0202
M - F 8am to 12am ET
Saturday 8am to 5pm ET
Sunday 1pm to 5pm ET

## Account Information

| | |
|---|---|
| **Loan Number** | 0038011995 |
| Principal Balance † | $55,664.68 |
| Escrow Balance | ($14,058.96) |
| Advance Balance ^ | $3,629.64 |
| Funds in Suspense Balance | $550.77 |
| Interest Rate | 6.875% |
| Next Interest Rate Reset | N/A |
| Interest Type | Actuarial |
| Prepayment Penalty | No |
| Property Address: | 5900 TWICKINGHAM DR EVANSVILLE IN 47711 |

† This is not your payoff amount.

## Past Payments Breakdown

| Since Last Statement/Month | |
|---|---|
| Principal | $0.00 |
| Interest | $0.00 |
| Escrow (Tax & Insurance) | ($2,082.61) |
| Advances on your behalf | $2,082.61 |
| Total Fees and Charges | $0.00 |
| Funds in Suspense | $0.00 |
| **Total Paid** | **$0.00** |
| **Year to Date** | |
| Principal | $0.00 |
| Interest | $0.00 |
| Escrow (Tax & Insurance) | ($2,082.61) |
| Advances on your behalf | $2,082.61 |
| Total Fees and Charges | $0.00 |
| Funds in Suspense | $550.77 |
| **Total Paid Year to Date** | **$550.77** |

## Explanation of Amount Due

| | |
|---|---|
| Reinstatement Amount[1] | $22,090.74 |
| **Total Amount Due** | **$22,090.74** |
| Accelerated Amount[2] | $82,651.87 |

[1]The loan may be reinstated by paying only the reinstatement amount, as opposed to the full accelerated balance, however, this reinstatement amount may not be sufficient to reinstate your account if additional fees were added to your account since this statement was generated. Contact Ditech for the exact amount required for reinstatement.

[2]This is not a payoff amount. Contact customer service at 1-800-643-0202 for a payoff amount.

## Transaction Activity Since Last Statement

| Date | Description | Charges | Payments |
|---|---|---|---|
| 06/28/18 | Misapp Rev | ($2,901.89) | $0.00 |

## **Delinquency Notice**

**You are late on your mortgage payments.** Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of July 16 you are 896 days delinquent on your mortgage loan. Your account first became delinquent on 02/01/2016.

A first notice or filing to initiate foreclosure on your account has occurred.

Recent Account History

-Payment Due 02/01/18: Unpaid amount of $611.56
-Payment Due 03/01/18: Unpaid amount of $611.56
-Payment Due 04/01/18: Unpaid amount of $611.56
-Payment Due 05/01/18: Unpaid amount of $611.56
-Payment Due 06/01/18: Unpaid amount of $611.56
-Payment Due 07/01/18: Unpaid amount of $611.56

**-Total: $22,090.74 due. You must pay this amount to bring your loan current.**

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

## Important Messages *(More information on the Back)*

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

^Advances represent money advanced by servicer to pay taxes, insurance and any other amounts currently due that are not part of an escrow account.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Chatera D at 1-800-643-0202, extension 23181 to make immediate payment arrangements.

---

**PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

JUSTIN GOURLEY
5900 TWICKINGHAM DR
EVANSVILLE IN 47711-2052

| Loan Number | Statement Date | Payment Due Date | Amount Due |
|---|---|---|---|
| 0038011995 | 07/16/2018 | 07/16/2018 | $22,090.74 |

☐ Check box for address changes on the reverse side.

The Amount Due reflected above is as of 07/16/2018

Make checks payable to Ditech Financial.

Amount Due $
Additional Escrow $
Additional Late $
Additional Principal $
Total Amount Enclosed $

Ditech
PO Box 94710
Palatine, IL 60094-4710

03801199 5 00162025 0002209074

INTERNET REPRINT

## Important Information

This is your billing statement from Ditech. You can find a guide to understanding your billing statement on our website, ditech.com, along with other valuable tools to help you manage your account. We value your business and welcome your feedback on how we can improve your homeownership experience. If you do not receive your statement prior to your due date, you are still obligated to make timely payments. Postal delays do not constitute a waiver of a late fee. Should you ever be without a statement, please make sure your account number is written on your check or money order and mail the payment to the remittance address listed on the front of this statement. Payments made to locations other than those supplied on the front of this statement may cause a processing delay. Checks are not held and will be processed upon receipt.

- To tender payment in full satisfaction of this debt, please contact Customer Service for a payoff quote and forward remittance to the Payoff Checks address below.
- We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.
- Ditech services mortgage and non-mortgage loans and collects debt on delinquent and non-delinquent accounts. To ensure compliance with applicable law, including the Fair Debt Collections Practices Act (also known as the FDCPA) the following notice is being provided; this notice does not necessarily mean that your account is delinquent:

  **This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**Housing Counselor Information:** If you would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD) For a list of homeownership counselors or counseling organizations in your area, go to http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm or call 800-569-4287.

For Oregon Residents: Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (866) 814-9710 or visit http://dfr.oregon.gov.

## Other Important Information Regarding Your Account

- **Customer Service**
  Phone #: 1-800-643-0202
  TTY/TDD (hearing impaired) #: 711
  Fax #: 1-866-870-9919
  Hours: M - F 8am to 12am ET
  Saturday 8am to 5pm ET
  Sunday 1pm to 5pm ET
  Telephone calls may be monitored or recorded for quality assurance and training purposes.

- **Designated Address for Qualified Written Requests, Notices of Error and Requests for Information**
  Ditech has designated the following address where mortgage loan customers must send any Qualified Written Request, Notice of Error or Requests for information:
  Ditech Financial LLC
  P.O. Box 6176
  Rapid City, SD 57709-6176

- **Bankruptcy Notices and Correspondence**
  NOTICE: Send notices and correspondence related to any bankruptcy filing by you to:
  Ditech Financial LLC
  P.O. Box 6154
  Rapid City, SD 57709-6154
  Telephone Number: 888-298-7785

- **Correspondence**
  Ditech Financial LLC
  P.O. Box 6172
  Rapid City, SD 57709-6172
  Fax #: 1-866-870-9919

**Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly.**

**If you have a complaint about the way we are collecting this debt, please write to our Customer Service Department at the following address:**

**CUSTOMER SERVICE DEPARTMENT, Ditech Financial LLC, P.O. Box 6172, Rapid City, SD 57709-6172, or call us toll-free at 1-800-643-0202 Hours: M - F 8am to 12am ET Saturday 8am to 5pm ET Sunday 1pm to 5pm ET**

**The Federal Trade Commission and the Consumer Financial Protection Bureau enforce the Fair Debt Collection Practices Act. If you have a complaint about the way we are collecting your debt, please contact the FTC or the CFPB. You can reach the FTC online at www.ftc.gov/complaint; by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. You can reach the CFPB online at www.consumerfinance.gov/complaint; by phone at 1-855-411-2372; or by mail at Consumer Financial Protection Bureau P.O. Box 4503, Iowa City, IA 52244.**

**Notice About Electronic Check Conversion**
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

- **Payoff Checks**
  Regular and USPS overnight mail
  Ditech Financial LLC
  Attn: Payoff Department
  Dept CH 9052
  Palatine, IL 60055-9052

- **Payoff Checks**
  Non-USPS overnight mail
  Ditech Financial LLC
  Attention: 9052 - Payoffs
  5505 N Cumberland Ave, Suite 307
  Chicago, IL 60656

- **Insurance Property Claims**
  Ditech Financial LLC
  Attn: Claims
  P.O. Box 6100
  Rapid City, SD 57709-6100
  Phone #: 1-800-643-0202
  Claims Fax #: 1-800-215-2780

- **Insurance-Life & Disability, Assurant Insurance Agency Policies**
  Assurant Insurance Agency, Inc.
  Attn: Insurance Processing
  440 Mount Rushmore Rd
  Rapid City, SD 57701
  Phone #: 1-800-525-0960
  Fax #: 1-888-222-2108
  POI #: 1-800-223-8284

**www.ditech.com**
Payments can be made at ditech.com free of charge. Sign up in your MyAccount to make payments online or enroll to have your payment automatically debited from your bank account each month.

**Moneygram**
For a location near you, call 1-800-666-3947. Ditech's receive code is 0314-Ditech
**A processing fee may apply.**

**Western Union Credit Card**
For same day service from the convenience of your home, call 1-800-325-6000.
**A processing fee may apply.**

**Pay By Phone**
Call 1-800-643-0202
Have your checkbook ready!
**An electronic payment fee of up to $19 may be required for this option.**

**Western Union Quick Collect**
A processing fee may apply.

| Payment | Pymt Options | Company Name | Code City |
|---|---|---|---|
| Walk-in (Cash) | Urgent | Ditech Financial LLC | Ditech-MN |
| 1-800-325-6000 | | | |

If not using any of the above-referenced options, please send payments to the address provided on this statement. Payments are not accepted at Ditech site locations.

## Address, Phone, and Name Changes

Type of change (check all that apply)

____ Address ____ Phone ____ Email Address

Your Account : __ __ __ __ __ __ __ __ __ - __

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

_____

_____

New Phone Number: Day (_ _ _) _ _ _-_ _ _ _ Evening (_ _ _) _ _ _-_ _ _ _ Email Address _____

Mobile Phone Number: (_ _ _) _ _ _-_ _ _ _

THIS IS AN ATTEMPT TO COLLECT A DEBT

ditech

PO Box 6172, Rapid City, SD 57709-6172

# BILLING STATEMENT

| Statement Date | Payment Due Date | Amount Due |
|---|---|---|
| 07/16/2018 | 07/16/2018 | $22,090.74 |

2-776-14158-0020322-003-1-001-000-000-000

JUSTIN GOURLEY
5900 TWICKINGHAM DR
EVANSVILLE IN 47711-2052

**The Amount Due reflected above is as of 07/16/2018**

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PO Box 94710
Palatine, IL 60094-4710

Call 1-800-643-0202
M - F 8am to 12am ET
Saturday 8am to 5pm ET
Sunday 1pm to 5pm ET

## Account Information

| | |
|---|---|
| **Loan Number** | 0038011995 |
| Principal Balance † | $55,664.68 |
| Escrow Balance | ($14,058.96) |
| Advance Balance ^ | $3,629.64 |
| Funds in Suspense Balance | $550.77 |
| Interest Rate | 6.875% |
| Next Interest Rate Reset | N/A |
| Interest Type | Actuarial |
| Prepayment Penalty | No |
| Property Address: | 5900 TWICKINGHAM DR EVANSVILLE IN 47711 |

† This is not your payoff amount.

## Past Payments Breakdown

| **Since Last Statement/Month** | |
|---|---|
| Principal | $0.00 |
| Interest | $0.00 |
| Escrow (Tax & Insurance) | ($2,082.61) |
| Advances on your behalf | $2,082.61 |
| Total Fees and Charges | $0.00 |
| Funds in Suspense | $0.00 |
| **Total Paid** | **$0.00** |
| **Year to Date** | |
| Principal | $0.00 |
| Interest | $0.00 |
| Escrow (Tax & Insurance) | ($2,082.61) |
| Advances on your behalf | $2,082.61 |
| Total Fees and Charges | $0.00 |
| Funds in Suspense | $550.77 |
| **Total Paid Year to Date** | **$550.77** |

## Explanation of Amount Due

| | |
|---|---|
| Reinstatement Amount[1] | $22,090.74 |
| **Total Amount Due** | **$22,090.74** |
| Accelerated Amount[2] | $82,651.87 |

[1]The loan may be reinstated by paying only the reinstatement amount, as opposed to the full accelerated balance, however, this reinstatement amount may not be sufficient to reinstate your account if additional fees were added to your account since this statement was generated. Contact Ditech for the exact amount required for reinstatement.

[2]This is not a payoff amount. Contact customer service at 1-800-643-0202 for a payoff amount.

## Transaction Activity Since Last Statement

| Date | Description | Charges | Payments |
|---|---|---|---|
| 06/28/18 | Misapp Rev | ($2,901.89) | $0.00 |

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---

**PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

JUSTIN GOURLEY
5900 TWICKINGHAM DR
EVANSVILLE IN 47711-2052

| Loan Number | Statement Date | Payment Due Date | Amount Due |
|---|---|---|---|
| 0038011995 | 07/16/2018 | 07/16/2018 | $22,090.74 |

☐ Check box for address changes on the reverse side.

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Make checks payable to Ditech Financial.

Amount Due $
Additional Escrow $
Additional Late $
Additional Principal $
Total Amount Enclosed $

Ditech
PO Box 94710
Palatine, IL 60094-4710

03801199 5 00162025 0002209074

INTERNET REPRINT

## Important Information

This is your billing statement from Ditech. You can find a guide to understanding your billing statement on our website, ditech.com, along with other valuable tools to help you manage your account. We value your business and welcome your feedback on how we can improve your homeownership experience. If you do not receive your statement prior to your due date, you are still obligated to make timely payments. Postal delays do not constitute a waiver of a late fee. Should you ever be without a statement, please make sure your account number is written on your check or money order and mail the payment to the remittance address listed on the front of this statement. Payments made to locations other than those supplied on the front of this statement may cause a processing delay. Checks are not held and will be processed upon receipt.

- To tender payment in full satisfaction of this debt, please contact Customer Service for a payoff quote and forward remittance to the Payoff Checks address below.
- We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.
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For Oregon Residents: Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (866) 814-9710 or visit http://dfr.oregon.gov.

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- **Customer Service**
  Phone #: 1-800-643-0202
  TTY/TDD (hearing impaired) #: 711
  Fax #: 1-866-870-9919
  Hours: M - F 8am to 12am ET
  Saturday 8am to 5pm ET
  Sunday 1pm to 5pm ET
  Telephone calls may be monitored or recorded for quality assurance and training purposes.

- **Designated Address for Qualified Written Requests, Notices of Error and Requests for Information**
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  Ditech Financial LLC
  P.O. Box 6176
  Rapid City, SD 57709-6176

- **Bankruptcy Notices and Correspondence**
  NOTICE: Send notices and correspondence related to any bankruptcy filing by you to:
  Ditech Financial LLC
  P.O. Box 6154
  Rapid City, SD 57709-6154
  Telephone Number: 888-298-7785

- **Correspondence**
  Ditech Financial LLC
  P.O. Box 6172
  Rapid City, SD 57709-6172
  Fax #: 1-866-870-9919

**Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly.**

**If you have a complaint about the way we are collecting this debt, please write to our Customer Service Department at the following address:**

**CUSTOMER SERVICE DEPARTMENT, Ditech Financial LLC, P.O. Box 6172, Rapid City, SD 57709-6172, or call us toll-free at 1-800-643-0202 Hours: M - F 8am to 12am ET Saturday 8am to 5pm ET Sunday 1pm to 5pm ET**

**The Federal Trade Commission and the Consumer Financial Protection Bureau enforce the Fair Debt Collection Practices Act. If you have a complaint about the way we are collecting your debt, please contact the FTC or the CFPB. You can reach the FTC online at www.ftc.gov/complaint; by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. You can reach the CFPB online at www.consumerfinance.gov/complaint; by phone at 1-855-411-2372; or by mail at Consumer Financial Protection Bureau P.O. Box 4503, Iowa City, IA 52244.**

**Notice About Electronic Check Conversion**
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

- **Payoff Checks**
  Regular and USPS overnight mail
  Ditech Financial LLC
  Attn: Payoff Department
  Dept CH 9052
  Palatine, IL 60055-9052

- **Payoff Checks**
  Non-USPS overnight mail
  Ditech Financial LLC
  Attention: 9052 - Payoffs
  5505 N Cumberland Ave, Suite 307
  Chicago, IL 60656

- **Insurance Property Claims**
  Ditech Financial LLC
  Attn: Claims
  P.O. Box 6100
  Rapid City, SD 57709-6100
  Phone #: 1-800-643-0202
  Claims Fax #: 1-800-215-2780

- **Insurance-Life & Disability, Assurant Insurance Agency Policies**
  Assurant Insurance Agency, Inc.
  Attn: Insurance Processing
  440 Mount Rushmore Rd
  Rapid City, SD 57701
  Phone #: 1-800-525-0960
  Fax #: 1-888-222-2108
  POI #: 1-800-223-8284



**www.ditech.com**
Payments can be made at ditech.com free of charge. Sign up in your MyAccount to make payments online or enroll to have your payment automatically debited from your bank account each month.



**Moneygram**
For a location near you, call 1-800-666-3947. Ditech's receive code is 0314-Ditech
**A processing fee may apply.**



**Western Union Credit Card**
For same day service from the convenience of your home, call 1-800-325-6000.
**A processing fee may apply.**



**Pay By Phone**
Call 1-800-643-0202
Have your checkbook ready!
**An electronic payment fee of up to $19 may be required for this option.**



**Western Union Quick Collect**
A processing fee may apply.

| Payment | Print Options | Company Name | Code City |
|---|---|---|---|
| Walk-in (Cash) | Urgent | Ditech Financial LLC | Ditech-MN |
| 1-800-325-6000 | | | |

If not using any of the above-referenced options, please send payments to the address provided on this statement. Payments are not accepted at Ditech site locations.

## Address, Phone, and Name Changes

Type of change (check all that apply)

____ Address ____ Phone ____ Email Address

Your Account : _ _ _ _ _ _ _ _ _ - _ _

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

_____

_____

New Phone Number: Day (_ _ _) _ _ _-_ _ _ _ Evening (_ _ _) _ _ _-_ _ _ _ Email Address _____

Mobile Phone Number: (_ _ _) _ _ _-_ _ _ _

CHL

REDACTED

[redacted]

RECORDER
VANDERBURGH COUNTY
BETTY KNIGHT SMITH
2003R00026589
06/11/2003 09:52AM
RECORDING FEE: 631.00
PAGES: 12

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
1800 Tapo Canyon
Simi Valley, CA 93063-6712

[redacted]

[Space Above This Line For Recording Data]

[redacted] [Escrow/Closing #] [redacted] [Doc ID #]

# MORTGAGE

MIN [redacted]

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 06, 2003 , together with all Riders to this document.
(B) "Borrower" is
JUSTIN GOURLEY, AND SHAWN GOURLEY, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is
AMERICA'S WHOLESALE LENDER
Lender is a CORPORATION
organized and existing under the laws of NEW YORK
Lender's address is
P.O. Box 660694, Dallas, TX 75266-0694



REDACTED [redacted]

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JG JPOA Shawn Gourley
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EXHIBIT

DOC ID # [redacted]

(E) "Note" means the promissory note signed by Borrower and dated JUNE 06, 2003 . The Note states that Borrower owes Lender
SIXTY NINE THOUSAND SIX HUNDRED and 00/100
Dollars (U.S. $ 69,600.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2033 .
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| | | |
|---|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the
COUNTY of VANDERBURGH :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

J.G. by POA Shawn Gourley

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Parcel ID Number:
6900 TWICKINHAM DR, EVANSVILLE
[Street/City]
Indiana 47711 ("Property Address"):
[Zip Code]

which currently has the address of

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any



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sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and



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subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.



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8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by any insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:



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(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



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**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.



JG by POA Shawn Gourley
SG

DOC ID # [redacted]

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).



JB by POA Shawn Gourley

SG

DOC ID #[redacted]

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Justin Gourley by POA Shawn Gourley (Seal)
JUSTIN GOURLEY -Borrower

Shawn Gourley (Seal)
SHAWN GOURLEY -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF INDIANA, Vanderburgh DOC ID #[redacted]
County ss:

On this 6 day of June 2003, before me, the undersigned, a Notary Public in and for said County, personally appeared Justin Gourley by Shawn Gourley who acknowledged herself to be Attorney in Fact Justin Gourley, and Shawn Gourley and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-21-11

Heath W. Watson
NOTARY PUBLIC INDIANA
VANDERBURGH COUNTY
My Commission Expires
April 21, 2011

Heath W. Watson
Notary Public Heath W. Watson
County of Residence: Vanderburgh

This instrument was prepared by:
J. MULLINIX
AMERICA'S WHOLESALE LENDER
100 MALLARD CREEK ROAD, LOUISVILLE, KY 40207-

SG JG by POA Shawn Gourley

Prepared by: J. MULLINIX

AMERICA'S WHOLESALE LENDER
BRANCH #0000791
100 MALLARD CREEK ROAD
LOUISVILLE, KY 40207-
(502)893-3835
Br Fax No.: (502)893-4483

DATE: 06/06/2003
CASE #:
DOC ID #: [redacted]
BORROWER: JUSTIN GOURLY
PROPERTY ADDRESS: 5900 TWICKINHAM DR
EVANSVILLE, IN. 47711

**LEGAL DESCRIPTION EXHIBIT A**

## LEGAL DESCRIPTION

The followipg described real estate located in Vanderburgh County, Indiana:

Lot Fourteen (14) in Melody Hill Subdivision No. 7, an Addition lying near the City of Evansville, as per plat thereof, recorded in Plat Book J, page 157 in the office of the Recorder of Vanderburgh County, Indiana.

Caption Real Estate is commonly known as: 5900 Twickinham Drive, Evansville, IN 47711

SG JG by POA Shannon Gourley

FHA/VA/CONV
Legal Description Exhibit A
2D4041XX (11/01)

REDACTED [redacted]

REDACTED [redacted]

REDACTED

*2010R00019618 2*
RECORDER
VANDERBURGH COUNTY
Z TULEY
2010R00019618
08/24/2010 02:20PM
RECORDING FEES: $14.00
PAGES: 2

**MORTGAGE ASSIGNMENT** 99-77456

KNOW THAT Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender, a corporation organized and existing under the laws of the State of Delaware, party of the first part, in consideration of the sum of TEN AND MORE DOLLARS, the receipt whereof is hereby acknowledged, hereby sells, assigns and transfers, without recourse, unto BAC Home Loans Servicing, LP, whose principal place of business is C/O Bank of America, N.A., 7105 Corporate Drive MS PTX-C-35 Plano, TX 75024, party of the second part, a certain INDENTURE OF MORTGAGE dated June 6, 2003, signed by Justin Gourley and Shawn Gourley, conveying to Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender, as mortgagee and further sells, assigns and transfers unto said party of the second part the debt secured by said mortgage and all of said mortgagee's right, title and interest in and to the premises hereinabove described. Said mortgage is recorded in the Office of the Recorder of Deeds for the County of Vanderburgh, State of Indiana, as Document No. 2003R00026559.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Secretary and attested to by its Assistant Secretary this _____ day of AUG 18 2010, 20___.

Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender

By: Amy Bush
Amy Bush-Assist. Secretary

(SEAL)

Attest: Chanda Smith
Chanda Smith - Assist. Secretary

STATE OF Texas )
Dallas ) SS
COUNTY OF _____ )

Before me, a Notary Public in and for said County and State, personally appeared Amy Bush and Chanda Smith, the Assistant Secretary and Assistant Secretary respectively of Mers, Inc., a corporation organized and existing under the laws of the State of Delaware, personally known to me to be the stated officers of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this date in person and severally acknowledged that as such officers of said corporation, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of AUG 1 8 2010, 20___.

Notary Public

(SEAL)

Bruce Davis

Printed Name

My Commission Expires: APR 2 3 2014

County of Residence: Denton

This Instrument Prepared By: Kenneth W. Unterberg 13819-64
Attorney for Plaintiff
Unterberg & Associates, P.C.
8050 Cleveland Place
Merrillville, IN 46410
(219) 736-5579
Atty File: 9977456

Return to.

BRUCE R DAVIS, JR
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-23-14

**I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name).**

Jason Schrader
Jason Schrader

Prepared by: JENNIFER K. MULLINIX

LOAN #: REDACTED

# NOTE

JUNE 06, 2003 [Date] | EVANSVILLE [City] | INDIANA [State]

5900 TWICKINHAM DR, EVANSVILLE, IN 47711
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. $ 69,600.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AMERICA'S WHOLESALE LENDER

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on AUGUST 01, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JULY 01, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. $ 457.22

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.



SG by POA Shawn Gourley

REDACTED REDACTED

1/13/2012 10:38:45 AM PAGE 1/041 888-294-5658 CRPRDNRBS46B

LOAN #: REDACTED

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER / LENDER.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Justin Gourley by POA Shawn Gourley (Seal)
JUSTIN GOURLEY -Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF [redacted]
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.
DOING BUSINESS UNDER THE FICTITIOUS
BUSINESS NAME OF AMERICA'S WHOLESALE
LENDER, A NEW YORK CORPORATION

BY [signature]
David A. Spector
Managing Director

(Seal) -Borrower
(Seal) -Borrower
[Sign Original Only]

VMP-5N (0207) CHL (08/02) Page 2 of 2 Form 3200 1/01

CRPRDNRB548b 1/13/2012 10:38:45 AM PAGE 3/041 888-294-5858

Bank of America
Home Loans

Customer Service
PO Box 5170
Simi Valley, CA 93062-5170

Notice date: 04/04/2012
**Account No.:** REDACTED
Property address:
5900 Twickingham Dr.
Evansville, IN 47711

0021696 01 AB 0.371 **AUTO T6 2 2854 47711-2052
MSO XW AG 074------0--2-9B C0000077 IN P21717
JUSTIN GOURLEY
5900 Twickingham Dr
Evansville IN 47711-2052

## IMPORTANT MESSAGE ABOUT YOUR LOAN

Enclosed is an escrow analysis for your loan. The purpose of this notification is to advise you that the escrow portion of your payment is changing to $154.34 effective April 01, 2012.

## WHAT THIS MEANS

This notification is for informational purposes only. Your next statement will arrive shortly. It will provide a payment coupon and will include the new escrow payment amount of $154.34.

## ADDITIONAL INFORMATION

| | |
|---|---|
| Principal Balance | $64,520.46 |
| Home loan payment due 05/01/2012 | $611.56 |

This informational notice is being sent to the following borrowers at address set forth above in reference to the Chapter 13 Bankruptcy filing: JUSTIN GOURLEY

## WHAT YOU NEED TO DO

Please keep this notification for your records.

## THANK YOU FOR YOUR BUSINESS

For additional information regarding your escrow analysis, or any other account details, call 1.800.669.5224, Monday-Friday 7a.m. - 7p.m. Local Time. The address for general inquiries and all RESPA Qualified Written Requests is: Bank of America, N.A., Attn: Customer Service CA6-919-01-41, PO Box 5170, Simi Valley, CA 93062-5170.

Bank of America, N.A. Member FDIC. Equal Housing Lender. © 2012 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved.

2 of 4

REDACTED

Bank of America
Home Loans

Account Number REDACTED
Statement date 04/04/2012

Property address
5900 Twickingham Dr.

Justin Courtay

## Escrow Account Review

**ESCROW EXPLAINED** Part of your monthly loan payment goes into an account to pay for your property taxes and insurance premiums. During the year, payments are made out of this account when bills come due. This notice describes any changes needed in your monthly payment to maintain enough money in your escrow account to pay these bills. In our step-by-step analysis, we determine the data shown below to calculate your new escrow payment.

*See below for:*
- an in-depth explanation of each step of your escrow analysis
- side-by-side comparison of last year's projected and actual data

**SUMMARY**

| | | |
|---|---|---|
| Base amount needed *(see Step 1)* | The expected monthly amount needed to pay your property taxes and insurance premiums | $132.37 |
| Shortage payment *(see Step 2)* | The monthly amount you must pay into your escrow account to keep the balance from falling below zero during the year | $0.00 |
| Reserve requirement *(see Step 3)* | The monthly amount allowed by federal law for unexpected tax and insurance increases and other costs | $21.97 |
| New monthly escrow payment *(see Step 4)* | | $154.34 |
| New monthly home loan payment effective 04/2012 *(see Step 4)* | | $611.56 |

## HOW WE CALCULATE YOUR ESCROW PAYMENT

**STEP 1** Determine base amount needed for the year

| *Escrow items* | *Amount needed* | *Frequency in months* | *Monthly amount needed* | |
|---|---|---|---|---|
| County taxes | $192.73 | 6 | $32.12 | |
| Homeowners insurance | 1,203.00 | 12 | 100.25 | |
| Total monthly base payment amount | | | | $132.37 |

**STEP 2** Determine lowest projected balance

In the chart located below, we project the amounts you will pay into your escrow account next year and the amounts we will pay out for your insurance and tax bills. Remember, these figures are only projections and may not reflect the actual payments made at the time they are due.

| *Month* | *Escrow deposit(s)* | *Tax payment(s)* | *Insurance payment(s)* | *MIP/PMI payment(s)* | *Balance* |
|---|---|---|---|---|---|
| Beginning balance | | | | | -$2,718.48 D |
| April 2012 | 132.37 | 192.73 | | | -2,778.84 |
| May 2012 | 132.37 | | | | -2,646.47 |
| June 2012 | 132.37 | | | | -2,514.10 |
| July 2012 | 132.37 | | | | -2,381.73 |
| August 2012 | 132.37 | | 1,203.00 | | -3,452.36 * |
| September 2012 | 132.37 | | | | -3,319.99 |
| October 2012 | 132.37 | 192.73 | | | -3,380.35 |
| November 2012 | 132.37 | | | | -3,247.98 |
| December 2012 | 132.37 | | | | -3,115.61 |
| January 2013 | 132.37 | | | | -2,983.24 |
| February 2013 | 132.37 | | | | -2,850.87 |
| March 2013 | 132.37 | | | | -2,718.50 |
| Ending balance | | | | | -$2,718.50 |
| Lowest projected balance | | | | | -$3,452.36 |
| Shortage payment amount | | | | | $0.00 |

* Lowest projected balance (LPB)

D-The letter (D) beside the escrow balance amount indicates that your mortgage payments are delinquent, and the Beginning balance from Step 2 of HOW WE CALCULATE YOUR ESCROW PAYMENT will not match the Actual Ending balance from the LAST YEAR IN REVIEW section.

At the time of analysis, Bank of America, N.A. assumes that all scheduled mortgage payments will be made to the effective date of your new payment.

Your Lowest Projected Balance (LPB) reflects a balance above zero. In the next step, we will compare this amount to your escrow reserve requirement to determine if there is an overage.

**STEP 3** Determine reserve requirement

Federal law allows for the collection of a reserve amount to maintain a cushion for unexpected tax and/or insurance increases and other costs. The reserve used for this period is shown below.

| | | |
|---|---|---|
| Lowest projected balance *(see step 2 above)* | -$3,452.36 | |
| Total reserve requirement (16.6% of the base amount) * | 263.68 | |
| Additional amounts required | 263.68 | |
| Monthly reserve requirement ($263.68 divided by 12) | | $21.97 |
| Available overage | $0.00 | |

* Base amount equals the total of payments anticipated to be paid out of the escrow account during the year but excludes PMI/MIP amounts.

**STEP 4** Determine monthly payments

Calculation of monthly escrow payment

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**STEP 4** **Determine monthly payments - continued**

| | | |
|---|---|---|
| Base amount needed for taxes and/or insurance *(see Step 1)* | $132.37 | |
| Shortage payment *(see Step 2)* | .00 | |
| Reserve requirement *(see Step 3)* | 21.97 | |
| Total monthly escrow payment | | $154.34 |
| **Calculation of monthly home loan payment** | | |
| Principal and/or interest | $457.22 | |
| Total monthly escrow payment | 154.34 | |
| Total monthly home loan payment effective 04/2012 | | $611.56 |

**LAST YEAR IN REVIEW**

**Current analysis compared to previous**

| *Amount needed for taxes and insurance* | *Monthly amount* *Last analysis* | *This analysis* |
|---|---|---|
| County taxes | $32.12 | $32.12 |
| Homeowners insurance | 100.25 | 100.25 |
| Total base escrow payment | $132.37 | $132.37 |
| Shortage payment | .00 | .00 |
| Reserve requirement | 21.97 | 21.97 |
| Rounding amount | .00 | .00 |
| Monthly escrow payment | $154.34 | $154.34 |
| Principal and/or interest | $457.22 | $457.22 |
| Monthly escrow payment | 154.34 | 154.34 |
| Total payment amount | $611.56 | $611.56 |

**Summary of escrow change**

As shown, your base escrow amount remained the same. Your reserve percentage remained unchanged. Your reserve payment remained unchanged. The result of these issues caused your total escrow payment to remain unchanged.

A side-by-side comparison of last year's projected escrow account activity and actual activity can be found below.

**Last year's escrow payments**

| *Projected* | | | | | *Actual* | | | | |
|---|---|---|---|---|---|---|---|---|---|
| *Date* | *Activity* | *Paid in* | *Paid out* | *Balance* | *Date* | *Activity* | *Paid in* | *Paid out* | *Balance* |
| | Beginning balance | | | -$2,891.49 | | Beginning balance | | | -$4,679.26 |
| | Esc/Refund | 3,228.26 | | 336.77 | | Ending balance | | | -$4,679.26 D |
| 01/01/2012 | Jan Payment | 154.34 | | 491.11 | | | | | |
| 02/01/2012 | Feb Payment | 154.34 | | 645.45 | | | | | |
| 03/01/2012 | Mar Payment | 154.34 | | 799.79 | | | | | |
| 04/01/2012 | Apr Payment | 154.34 | | 954.13 | | | | | |
| 04/02/2012 | County taxes | | 192.73 | 761.40 | | | | | |
| 05/01/2012 | May Payment | 154.34 | | 915.74 | | | | | |
| 06/01/2012 | Jun Payment | 154.34 | | 1,070.08 | | | | | |
| 07/01/2012 | Jul Payment | 154.34 | | 1,224.42 | | | | | |
| 08/01/2012 | Aug Payment | 154.34 | | 1,378.76 | | | | | |
| 08/02/2012 | Homeowners insurance | | 1,203.00 | 175.76 * | | | | | |
| 09/01/2012 | Sep Payment | 154.34 | | 330.10 | | | | | |
| 10/01/2012 | Oct Payment | 154.34 | | 484.44 | | | | | |
| 10/02/2012 | County taxes | | 192.73 | 291.71 | | | | | |
| 11/01/2012 | Nov Payment | 154.34 | | 446.05 | | | | | |
| 12/01/2012 | Dec Payment | 154.34 | | 600.39 | | | | | |
| | Ending balance | | | $600.39 | | | | | |

* Lowest projected balance

D - The letter (D) beside the escrow balance amount indicates that your mortgage payments are delinquent, and the Beginning balance from Step 2 of HOW WE CALCULATE YOUR ESCROW PAYMENT will not match the Actual Ending Balance from the LAST YEAR IN REVIEW section.

At the time of analysis, Bank of America, N.A. assumes that all scheduled mortgage payments will be made to the effective date of your new payment.

REDACTED

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
----------x
In re:Case No.Chapter:Debtor(s) 19-10412

(Ditech Holding Corporation, et al).
----------x
OBJECTION TO NOTICE OF MOTION

To the Hon. James L. Garrity, Jr., Bankruptcy Judge;

I, Justin Gourley, consumer creditor in the above-captioned bankruptcy proceeding, along with my spouse, Shawn Gourley, respectfully Object to the Motion filed by the Consumer Claim Trustee's Forty-Eighth Omnibus Objection to Proofs of Claim for the following relief, to allow claims in the amounts listed on Exhibit A and classify claims as Class 6 Consumer Creditor Claims that are not 363(o) claims.

In support of this objection, I hereby allege the following facts as follows:

On June 3, 2003, Justin and Shawn Gourley obtained a mortgage with Countrywide in the amount of $69,600. Since 2003, the mortgage has been transferred from Countrywide to Bank of America in 2009. Bank of America transferred the loan to Green Tree in 2013. In 2015 Green Tree merged with Ditech f/k/a Green Tree. In 2019, Ditech transferred the loan to NewRez. Finally, NewRez transferred the loan to Shellpoint who is the current servicer.

There have been two Chapter 13 Bankruptcy's filed by Justin and Shawn Gourley since 2012. The first Chapter 13 Bankruptcy was filed on March 28, 2012, case 12-70447 BHL, when Bank of America moved forward with a Foreclosure proceeding. The bankruptcy was dismissed 55 months (September 9, 2016) into the plan and closed in October 2016 due to Shawn going into kidney failure in April 2016 which led to Justin losing his job due to having to stay home with the kids and miss work. During the 55 months the bankruptcy was in force, the trustee made 51

monthly post-petition payments to Ditech f/k/a Green Tree totaling $31,929.45. 12 payments of $611.56 and 39 payments of $630.28. The Trustee paid $12,253.53 towards the pre-petition. A total of $44,173.17 was paid towards the mortgage in the first bankruptcy. The second Chapter 13 was filed in November 2018, case 18-71287-AKM-13.

1. From 2013 - 2018 Ditech f/k/a Green Tree never notified us, our lawyer, or the trustee of any escrow shortage which they are required to notify us at least once yearly of any surplus or shortage in our escrow account pursuant to 12 U.S.C § 2609(b) of RESPA. While our bankruptcy was dismissed in September of 2016, Ditech still should have waived the unnoticed escrow in 2016 as they waived their right to collect. In 2019, the DOJ released a Memorandum of Understanding with Ditech showing this was a repeated pattern from 2012 – 2016 resulting in millions Ditech had to waive or refund to those in Bankruptcy.
2. Ditech failed to comply with Fed R. Bank. P. 3002.1(b) when it failed to file timely and/or accurate payment change notices concerning one or more changes to the monthly escrow payment. Nor did Ditech f/k/a Green Tree ever run an annual escrow analysis when the loan was transferred to them in 2013, 2014, 2015, 2016, and 2017. The first escrow analysis was not completed until June 2018.
3. Ditech misapplied our monthly bankruptcy payments made by the trustee. 39 payments were made $630.28. Out of the $630.28, $173.06 should have gone into escrow, however, by Ditech's own records they only put $154.34 into escrow each month. Ditech also reversed 3 monthly payments by the trustee of $611.54 and put the full amount into escrow. According to our mortgage, payments are supposed to be applied to 1. Interest 2. Principal 3. Escrow.
4. Ditech, since merging with Green Tree in 2015, have made numerous accounting errors on our mortgage. Beginning with the starting balance owed on escrow when Ditech transferred the mortgage account over to their system from Green Tree.

5. Ditech submitted inaccurate information on the proof of claim filed on February 4, 2019, in our bankruptcy case 18-71287-AKM-13. On June 28, 2018 on the proof of claim, Ditech shows a escrow disbursement of $2,082.61. According to § 1024.17, Escrow account means any account that a servicer establishes or controls on behalf of a borrower to pay taxes, insurance premiums (including flood insurance), or other charges with respect to a federally related mortgage loan, including charges that the borrower and servicer have voluntarily agreed that the servicer should collect and pay. The disbursement was not for taxes or insurance, the disbursement was for late fees disguised as an escrow disbursement. We had to go back to the foreclosure filing to finally figure out what they were for. However, on the foreclosure filling Affidavit of Debt made by Amanda Jones of Ditech on August 3, 2018, Mrs. Jones stated that late fee's were $0.00.
6. On the proof of claim field by Ditech, they state we owe $3509.66 in prepetition fee's, $980.31 in escrow shortage, and $16,986.58 in escrow deficiency. The breakdown of prepetition fees listed on the proof of claim filed by Ditech the totals are:
    1. $2,325 for attorney and foreclosing fees.
    2. $414.00 for sheriff fees.
    3. $326.36 in publication fees.
    4. $114.30 for late fees.
    5. $330 inspection fees.
    6. However, Shellpoint sent us a payoff statement with fee's due of $5,147.64. In the breakdown of fee's due, the payoff statement showed only $225.00 owed in property inspection fees and $819.28 in escrow shortage which do not match what Ditech stated in the proof of claim. I also found $1,038 in fees Shellpoint has which are not in the current bankruptcy's proof of claim or do not match what Ditech stated in the proof of claim. The $1,038 comes from $550 Foreclosure

fees, $325 in Publication Fees (Shellpoint has $651.36), $153.00 Appraisal Fee and $10.00 from Sheriff fees (Shellpoint has $424.00). The Appraisal fee of $153.00 and the $550.00 Proof of claim form fees are not in the bankruptcy proof of claim at all. The $325 in publication fees and $10.00 in sheriff fees are not listed in the proof of claim form but they are addressed in attachments filed by Ditech with the proof of claim. On page 34 in the proof of claim filing, the last line is a $10.00 sheriff fee which states is nonrecoverable. Then on page 37 of the same filing, the last item on this page is a publication fee for $325.00. However, it states in red "Exceeds Life of Loan Total Allowable" Shellpoint states the fees came from Ditech when our loan was transferred to them. Shellpoint also stated they have not added any fees, they are just going by what Ditech gave them and have applied payments to those fees. While Ditech did not include these fees in the proof of claim, it does not appear the information was removed from the fees owed prior to transferring the account to Shellpoint.

The escrow deficiency of $16,986.58 was caused by an overstatement by Ditech in what was owed in taxes and insurance as well as not properly accounting for what was paid into escrow.

1. On the foreclosure filling Affidavit of Debt made by Amanda Jones of Ditech on August 3, 2018, Mrs. Jones stated that taxes due from 2009 - July 31, 2018, were $11,020.28, Insurance due to the same date were $16,466.67.
2. However, when you add together taxes and insurance actually owed, the amount is completely different. Taxes due is

   $361.52 for 2009 Bank of America shows they advanced $203.66 in 2009.

   $349.34 for 2010 Bank of America shows they advanced $117.00 in 2010

   $385.46 for 2011

   $408.12 for 2012

$1727.38 for 2013

$1577.72 for 2014

$1720.44 for 2015

$1745.76 for 2016

$1776.62 for 2017

$1987.24 for 2018 ($993,62 Spring and $993.62 Fall)

Insurance due per year:

$1286.67 for 2009

$1056.00 for 2010

$1203.00 for 2011

$1362.00 for 2012

$1557.00 for 2013

$1545.00 for 2014.

$1837.00 for 2015.

$2009.00 for 2016.

$1980.00 for 2017

$1934.00 for 2018

The total amount owed in taxes from 2009 - July 31, 2018 was $11,045.98 for taxes and insurance owed was only $15,771.67. Not the $16,466.67 Ditech states was owed on Hazard Insurance on the Aug. 3 2018 filling.

In October 2018 Ditech paid $993.62 for taxes which brings the total amount due for taxes and insurance at the time of filing our bankruptcy case in November 2018 to $27,811.27 ($12039.60 taxes and $15,771.67 insurance).

3. On the Foreclosure filling from Bank of America in 2012. Bank of America stated they advanced us: $48.20 for spring 2009 taxes (180.76 paid) which is where the escrow starting point of ($132.56) comes from. Then $155.06 for fall 2009 taxes

($180.76 paid) and Spring 2010 taxes ($174.67 paid) which is $57.67. Total credit of $215.93. $27,595.34.

In escrow credits, Ditech only states in the Affidavit of Debt made by Amanda Jones that we have paid in $11,361.43 and had a starting balance of $132.56. We have no idea how payments were actually applied since Green Tree/Ditech did not run an account analysis in 2014, 2015, 2016 and 2017 which is a violation under 24 CFR § 3500.17. Nor did Ditech ever notify us or the trustee in our first bankruptcy case of any escrow shortages or advances made. However, Ditech did give us an itemized breakdown in the foreclosure filed in 2018. Since the accounting produces two different outcomes when figured up by using what the trustee actually paid in the first bankruptcy (#1) verses what Ditech's accounting shows (#2), we are including both ways of accounting in the Exhibits.

#1. The total for Taxes and Insurance owed from 2009 – 2016 was $20,133.41. We figured out Ditech had credited us into escrow $10,568.55 - $20,133.41 = -$9,564.86 which is exactly what it states on the proof of claim we are behind in escrow on 12/01/2016. However, that leaves out the $132.56 and $57.67 that should have been included as well giving us $10,758.78 paid into escrow. So on 12/1/2016 it should have been -9,374.63 that we were behind.

It's at this point I realize we have an issue because on 12/5/2016 on the proof of claim above Ditech reversed 3 of the trustee payments and put in an additional $2,030.07 into escrow. Which works out to be $10,758.78 - $463.68 = $10,295.10 + $2,030.07 = $12,325.17. That total is more than Ditech said we had in escrow credits on the Aug. 3 2018 filling. Not to mention the 5 payments we made after the bankruptcy that added another $771.70 to our escrow account. So in total we should have had $13,096.87 in escrow credits. $132.56 starting balance and $12964.31 paid in.

#2 Ditech accounting and records show Ditech accounts for $8,755.06 in credits to escrow from 5/2013 until 11/2016. $10,322.11 if you go from 5/2013 until 12/2016.Yet if you add

up escrow from 5/2013 until 12/2017 the total escrow credits show $11,093.81 which is the closest the foreclosure filing comes too. And then one last total if you add up Ditechs records from 5/2013 until 7/2018 the total escrow credits is $9,011.20.

We ask that the court deny the objection to our claim and allow a hearing on these matters to bring evidence relating to the escrow discrepancies, the late fees, the improper and incorrect filings, as well as address the waiver of escrow fees.

Filed: 8/3/2018 11:12 AM
Vanderburgh Superior Court 1
Vanderburgh County, Indiana

| | | |
|---|---|---|
| STATE OF INDIANA ) | | IN THE SUPERIOR COURT OF |
| ) SS: | | VANDERBURGH COUNTY |
| COUNTY OF VANDERBURGH ) | | EVANSVILLE, INDIANA |
| DITECH FINANCIAL LLC FKA GREEN TREE SERVICING LLC | ) | CAUSE NO. 82D03-1008-MF-4880 |
| PLAINTIFF | ) | |
| vs | ) | |
| JUSTIN GOURLEY; SHAWN GOURLEY A/K/A SHAWN HOWARD; COUNTRYWIDE BANK, A DIVISION OF TREASURY BANK, N.A.; COUNTRYWIDE HOME LOANS, INC.; DEACONESS HOSPITAL, INC.; RADIAN SERVICES LLC; WCRSI, LLC | ) | |
| DEFENDANTS | ) | |

**AFFIDAVIT OF DEBT**

The undersigned, being duly sworn upon my oath, deposes and says:

1. The Affiant is Amanda Jones of Ditech Financial LLC FKA Green Tree Servicing LLC ("Ditech") and is authorized, knowledgeable of this account and competent to make this affidavit.

2. In the regular performance of my job functions, I have access to and am familiar with the business records relating to the servicing of the mortgage loan at issue in this action. Ditech keeps certain business records pertaining to acts, transactions, occurrences, and events regarding and pertaining to the mortgage loan accounts Ditech services. Those business records are made and maintained in the regular course of Ditech's business and include data compilations, imaged documents related to payment and expenditures on loans, as well as collateral loan documents such as mortgages, notes, name documents, and other records. Records of such acts, transactions, occurrences, and events are made at or near the time by—or from information transmitted by—a person with knowledge. To the extent that the business records of the loan in this matter were created by a prior servicer, those records have been verified for accuracy and incorporated into Ditech's business records in the regular course of Ditech's regularly conducted business activity.

3. True and copies of the Promissory Note executed by Justin Gourley and Mortgage executed by Justin Gourley and Shawn Gourley a/k/a Shawn Howard have been attached to the Complaint and are attached hereto as Exhibits 1 and 2, respectively.

4. Ditech is in possession of the original Promissory Note and is entitled to enforce the Promissory Note and Mortgage.

5. Ditech's records show the subject loan is in default as a result of the payment due January 1, 2016 and all payments thereafter not being paid. The default has not been cured. A true and exact copy of the payment history reflecting the default is attached hereto as Exhibit 3.

6. Ditech's records reflect that, as a result of the default, the amount presently due upon the Promissory Note and Mortgage as of July 30, 2018, is as follows::

| | |
|---|---|
| Unpaid Principal Balance | $55,664.68 |
| Interest from January 1, 2016 to July 30, 2018 @ 6.8750% | $9,871.36 |
| Interest to accrue at a per diem of $10.48 | |
| | |
| **Escrow Balance** | |
| Escrow (beginning balance) | ($132.56) |
| Pre Rate MIP PMI Escrow Advance | $0.00 |
| Real Estate Taxes | $11,020.28 |
| Hazard Insurance | $16,466.67 |
| Insurance Refund | $0.00 |
| Escrow Credits | ($11,361.43) |
| | |
| Late Fees | $0.00 |
| Property Maintenance | $0.00 |
| Property Inspections | $258.00 |
| | |
| BPO | $0.00 |
| Suspense/Unapplied Funds | ($550.77) |
| | |
| TOTAL: | $81,236.23 |

I affirm, under the penalties for perjury, that the foregoing representations are true.

Ditech Financial LLC FKA Green Tree Servicing LLC

A Jones Date: July 31st, 2018

Name: Amanda Jones

Title: Document Execution Representative

Atty File: 9977456
Ref Name: Gourley

Attorney for Plaintiff
Codilis Law, LLC
8050 Cleveland Place
Merrillville, IN 46410
(219) 736-5579

I certify this to be a true and correct copy of the original
Royal Title Services, Inc.

Prepared by: JENNIFER K. MULLINIX

LOAN #: [redacted]

# NOTE

JUNE 06, 2003 [Date] | EVANSVILLE [City] | INDIANA [State]

5900 TWICKINHAM DR, EVANSVILLE, IN 47711
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. $ 69,600.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AMERICA'S WHOLESALE LENDER

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on AUGUST 01, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JULY 01, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $457.22

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.



[redacted] JG by POA Sharon Gourley [redacted]

EXHIBIT

5900 TWICKINGHAM DR EVANSVILLE, IN 47711 -AFFIDAVIT

EXHIBIT

LOAN #: [redacted]

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER / LENDER.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Justin Gourley by POA Shawn Gourley (Seal)
JUSTIN GOURLEY -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

*[Sign Original Only]*

# ALLONGE TO PROMISSORY NOTE

FOR PURPOSES OF FURTHER ENDORSEMENTS OF THE FOLLOWING DESCRIBED NOTE, THIS ALLONGE IS AFFIXED AND BECOMES A PERMANENT PART OF SAID NOTE.

| | |
|---|---|
| *Allonge to Note Dated:* | June 16, 2010 |
| *Note Date:* | June 6, 2003 |
| *Original Loan Amount:* | $69,600.00 |
| *Interest Rate:* | 6.875% |
| *Maturity Date:* | July 1, 2033 |
| *Borrower(s) Name(s):* | JUSTIN GOURLEY<br>SHAWN GOURLEY |
| *Property Address:* | 5900 TWICKINGHAM DRIVE<br>EVANSVILLE, IN 47711-2052 |
| *Pay to the Order of* | BAC HOME LOANS SERVICING, LP |

*Without Recourse*

COUNTRYWIDE HOME LOANS, INC. D/B/A AMERICA'S WHOLESALE LENDER

_____
*Signature of Duly Authorized Officer*

Roxanne Nowicki - Assist. Vice President
*Typed Name of Signatory*

*Title of Signatory:* _____

RECORDER
VANDERBURGH COUNTY
BETTY KNIGHT SMITH

2003R00026559

06/11/2003 09:52AM

RECORDING FEE: $31.00
PAGES: 12

CHL [redacted]

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
1800 Tapo Canyon
Simi Valley, CA 93063-6712

[redacted]

[Space Above This Line For Recording Data]

[redacted] [Escrow/Closing #] [redacted] [Doc ID #]

# MORTGAGE

MIN [redacted]

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 06, 2003 , together with all Riders to this document.
(B) "Borrower" is
JUSTIN GOURLEY, AND SHAWN GOURLEY, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is
AMERICA'S WHOLESALE LENDER
Lender is a CORPORATION
organized and existing under the laws of NEW YORK
Lender's address is
P.O. Box 660694, Dallas, TX 75266-0694



[redacted] [redacted]

JG by POA Shawn Gourley
S.G

EXHIBIT
2

EXHIBIT

DOC ID #: [redacted]

(E) "Note" means the promissory note signed by Borrower and dated JUNE 06, 2003. The Note states that Borrower owes Lender
SIXTY NINE THOUSAND SIX HUNDRED and 00/100
Dollars (U.S. $ 69,600.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2033.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| | | |
|---|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the
COUNTY of VANDERBURGH :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

J.G. by POA Shawn Gourley

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DOC ID #[redacted]

Parcel ID Number:
5900 TWICKINHAM DR, EVANSVILLE
[Street/City]
Indiana 47711 ("Property Address"):
[Zip Code]

which currently has the address of

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any



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sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and



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subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.



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**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:



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(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



JG log POA Shawn Courtney

SG

DOC ID #[redacted]

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.



JG by POA Shawn Gourley
SG

DOC ID # [redacted]

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).



JB by POA Shawn Courtney

SG

DOC ID #[redacted]

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.**

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Justin Gourley by POA Shawn Gourley (Seal)
JUSTIN GOURLEY -Borrower

Shawn Gourley (Seal)
SHAWN GOURLEY -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF INDIANA, Vanderburgh DOC ID #[redacted]
County ss:

On this 6 day of June 2003, before me, the undersigned, a Notary Public in and for said County, personally appeared Justin Gourley by Shawn Gourley who acknowledged herself to be Attorney in Fact Justin Gourley and Shawn Gourley, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-21-11

Heath W. Watson
NOTARY PUBLIC INDIANA
VANDERBURGH COUNTY
My Commission Expires
April 21, 2011

Notary Public Heath W. Watson
County of Residence: Vanderburgh

This instrument was prepared by:
J. MULLINIX
AMERICA'S WHOLESALE LENDER
100 MALLARD CREEK ROAD, LOUISVILLE, KY 40207-

SG JG by POA Shawn Gourley

Prepared by: J. MULLINIX

AMERICA'S WHOLESALE LENDER
BRANCH #0000791
100 MALLARD CREEK ROAD
LOUISVILLE, KY 40207-
(502)893-3835
Br Fax No.: (502)893-4483

DATE: 06/06/2003
CASE #:
DOC ID #: [redacted]
BORROWER: JUSTIN GOURLY
PROPERTY ADDRESS: 5900 TWICKINHAM DR
EVANSVILLE, IN. 47711

LEGAL DESCRIPTION EXHIBIT A

## LEGAL DESCRIPTION

The following described real estate located in Vanderburgh County, Indiana:

Lot Fourteen (14) in Melody Hill Subdivision No. 7, an Addition lying near the City of Evansville, as per plat thereof, recorded in Plat Book J, page 157 in the office of the Recorder of Vanderburgh County, Indiana.

Caption Real Estate is commonly known as: 5900 Twickinham Drive, Evansville, IN 47711

SG JG by POA Shaeun Gourley

FHA/VA/CONV
Legal Description Exhibit A
2C4041XX (11/01)

[redacted]

[redacted]

[redacted]

RECORDER
VANDERBURGH COUNTY
Z TULEY
2010R00019618
08/24/2010 02:20PM
RECORDING FEES: $14.00
PAGES: 2

**MORTGAGE ASSIGNMENT** 99-77456

KNOW THAT Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender, a corporation organized and existing under the laws of the State of Delaware, party of the first part, in consideration of the sum of TEN AND MORE DOLLARS, the receipt whereof is hereby acknowledged, hereby sells, assigns and transfers, without recourse, unto BAC Home Loans Servicing, LP, whose principal place of business is C/O Bank of America, N.A., 7105 Corporate Drive MS PTX-C-35 Plano, TX 75024, party of the second part, a certain INDENTURE OF MORTGAGE dated June 6, 2003, signed by Justin Gourley and Shawn Gourley, conveying to Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender, as mortgagee and further sells, assigns and transfers unto said party of the second part the debt secured by said mortgage and all of said mortgagee's right, title and interest in and to the premises hereinabove described. Said mortgage is recorded in the Office of the Recorder of Deeds for the County of Vanderburgh, State of Indiana, as Document No. 2003R00026559.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Secretary and attested to by its Assistant Secretary this _____ day of AUG 18 2010, 20____.

Mortgage Electronic Registration Systems, Inc., as Nominee for America's Wholesale Lender

By: Amy Bush
Amy Bush-Assist. Secretary

(SEAL)

Attest: Chanda Smith
Chanda Smith - Assist. Secretary

STATE OF Texas )
Dallas ) SS
COUNTY OF _____ )

Before me, a Notary Public in and for said County and State, personally appeared Amy Bush and Chanda Smith, the Assistant Secretary and Assistant Secretary respectively of Mers, Inc., a corporation organized and existing under the laws of the State of Delaware, personally known to me to be the stated officers of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this date in person and severally acknowledged that as such officers of said corporation, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of AUG 1 8 2010, 20___.

Notary Public

(SEAL)

Bruce Davis

Printed Name

My Commission Expires: APR 2 3 2014

County of Residence: Denton

This Instrument Prepared By: Kenneth W. Unterberg 13819-64
Attorney for Plaintiff
Unterberg & Associates, P.C.
8050 Cleveland Place
Merrillville, IN 46410
(219) 736-5579
Atty File: 9977456

Return to.

BRUCE R DAVIS, JR
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-23-14

**I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name).**

Jason Schrader
Jason Schrader

EXHIBIT 2

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07/18/18 | -1,934.00 | 351-Hazard Ins Disb | 08/01/19 | -1,934.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 1,934.00 | 161-Escrow Advance | 02/01/16 | 1,934.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 06/28/18 | 819.28 | 745-NEGATIVE ESCROW | | 819.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 819.28 | 0 | |
| | -901.91 | 745-NEGATIVE ESCROW | | -901.91 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -901.91 | 0 | |
| | -999.99 | 745-NEGATIVE ESCROW | | -999.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -999.99 | 0 | |
| | -999.99 | 745-NEGATIVE ESCROW | | -999.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -999.99 | 0 | |
| | 0.00 | 173-Payments | 02/01/16 | 0.00 | 0.00 | 0.00 | 0.00 | 819.28 | -819.28 | 0.00 | 0 | |
| | 901.91 | 170-Individual Deposit | 02/01/16 | 901.91 | 0.00 | 0.00 | 0.00 | 0.00 | 901.91 | 0.00 | 0 | |
| | 999.99 | 170-Individual Deposit | 02/01/16 | 999.99 | 0.00 | 0.00 | 0.00 | 0.00 | 999.99 | 0.00 | 0 | |
| | 999.99 | 170-Individual Deposit | 02/01/16 | 999.99 | 0.00 | 0.00 | 0.00 | 0.00 | 999.99 | 0.00 | 0 | |
| | 2,082.61 | 161-Escrow Advance | 02/01/16 | 2,082.61 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 0.00 | 147-Misapp Rev | 02/01/16 | -2,901.89 | 0.00 | 0.00 | 0.00 | -2,901.89 | 0.00 | 0.00 | 0 | |
| 06/13/18 | 15.00 | 633-INSPECTION | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| 05/16/18 | 15.00 | 633-INSPECTION | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| 04/27/18 | 15.00 | 633-INSPECTION | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| 04/05/18 | -993.62 | 312-County Tax Disb | 04/01/18 | -993.62 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 993.62 | 161-Escrow Advance | 02/01/16 | 993.62 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 02/26/18 | 15.00 | 633-INSPECTION | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 15.00 | 633-INSPECTION | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| 12/21/17 | 15.00 | 633-INSPECTION | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| 10/12/17 | -888.31 | 312-County Tax Disb | 10/01/17 | -888.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech
a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 888.31 | 161-Escrow Advance | 02/01/16 | 888.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 07/20/17 | -1,980.00 | 351-Hazard Ins Disb | 08/01/17 | -1,980.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 1,980.00 | 161-Escrow Advance | 02/01/16 | 1,980.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 07/13/17 | 0.00 | 173-Payments | 01/01/16 | 611.56 | 137.52 | 319.70 | 0.00 | 154.34 | 0.00 | 0.00 | -611.56 | 05/31/17 |
| | -154.34 | 168-Escr Advance Repay | 01/01/16 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 05/31/17 | 801.22 | 172-Payments | 01/01/16 | 801.22 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 801.22 | 05/31/17 |
| 04/22/17 | 0.00 | 173-Payments | 12/01/15 | 611.56 | 136.74 | 320.48 | 0.00 | 154.34 | 0.00 | 0.00 | -611.56 | 04/21/17 |
| | 801.22 | 172-Payments | 12/01/15 | 801.22 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 801.22 | 04/21/17 |
| | -154.34 | 168-Escr Advance Repay | 12/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 04/20/17 | -888.31 | 312-County Tax Disb | 04/01/17 | -888.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 888.31 | 161-Escrow Advance | 12/01/15 | 888.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 03/23/17 | 0.00 | 173-Payments | 11/01/15 | 611.56 | 135.96 | 321.26 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | 03/22/17 |
| | 0.00 | 173-Payments | 10/01/15 | 611.56 | 135.18 | 322.04 | 0.00 | 154.34 | 0.00 | 0.00 | -1223.12 | 03/22/17 |
| | 801.22 | 172-Payments | 10/01/15 | 801.22 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 801.22 | 03/22/17 |
| | -154.34 | 168-Escr Advance Repay | 11/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | -154.34 | 168-Escr Advance Repay | 10/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 03/07/17 | 1,150.00 | 633-FC ATTY FEES | | 1,150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,150.00 | 0 | |
| 02/17/17 | 0.00 | 173-Payments | 09/01/15 | 611.56 | 134.41 | 322.81 | 0.00 | 154.34 | 0.00 | 0.00 | -611.56 | 02/17/17 |
| | 801.22 | 172-Payments | 09/01/15 | 801.22 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 801.22 | 02/17/17 |
| | -154.34 | 168-Escr Advance Repay | 09/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/30/16 | 15.00 | 633-INSPECTION | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| 12/05/16 | 0.00 | 173-Payments | 09/01/15 | 2,030.07 | 0.00 | 0.00 | 0.00 | 2,030.07 | 0.00 | 0.00 | -2030.07 | 12/05/16 |
| | -2,030.07 | 168-Escr Advance Repay | 09/01/15 | -2,030.07 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 12/02/16 | 463.02 | 161-Escrow Advance | 09/01/15 | 463.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 0.00 | 147-Misapp Rev | 09/01/15 | -611.56 | -134.41 | -322.81 | 0.00 | -154.34 | 0.00 | 0.00 | 611.56 | |
| | 0.00 | 147-Misapp Rev | 10/01/15 | -611.56 | -135.18 | -322.04 | 0.00 | -154.34 | 0.00 | 0.00 | 611.56 | |
| | 0.00 | 147-Misapp Rev | 11/01/15 | -611.56 | -135.96 | -321.26 | 0.00 | -154.34 | 0.00 | 0.00 | 611.56 | |
| 11/01/16 | -872.88 | 312-County Tax Disb | 10/01/16 | -872.88 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 872.88 | 161-Escrow Advance | 12/01/15 | 872.88 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 10/26/16 | 9.81 | 173-Payments | 12/01/15 | 9.81 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.81 | 10/22/16 |
| 09/16/16 | 0.00 | 173-Payments | 11/01/15 | 611.56 | 135.96 | 321.26 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | 09/16/16 |
| | 0.00 | 173-Payments | 10/01/15 | 611.56 | 135.18 | 322.04 | 0.00 | 154.34 | 0.00 | 0.00 | -1223.12 | 09/16/16 |
| | -154.34 | 168-Escr Advance Repay | 11/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | -154.34 | 168-Escr Advance Repay | 10/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 07/19/16 | -2,009.00 | 351-Hazard Ins Disb | 08/01/17 | -2,009.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 2,009.00 | 161-Escrow Advance | 10/01/15 | 2,009.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 07/11/16 | 314.37 | 173-Payments | 10/01/15 | 314.37 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 314.37 | 07/11/16 |
| | 630.28 | 173-Payments | 10/01/15 | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | 07/05/16 |
| 06/21/16 | 0.00 | 173-Payments | 09/01/15 | 611.56 | 134.41 | 322.81 | 0.00 | 154.34 | 0.00 | 0.00 | -611.56 | 06/21/16 |
| | -154.34 | 168-Escr Advance Repay | 09/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 06/14/16 | 314.37 | 173-Payments | 09/01/15 | 314.37 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 314.37 | 06/14/16 |
| | 630.28 | 173-Payments | 09/01/15 | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | 06/04/16 |
| 05/31/16 | 0.00 | 173-Payments | 08/01/15 | 611.56 | 133.65 | 323.57 | 0.00 | 154.34 | 0.00 | 0.00 | -611.56 | 05/31/16 |
| | -154.34 | 168-Escr Advance Repay | 08/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 05/11/16 | 314.37 | 173-Payments | 08/01/15 | 314.37 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 314.37 | 05/11/16 |
| | 630.28 | 173-Payments | 07/01/15 | 611.56 | 132.89 | 324.33 | 0.00 | 154.34 | 0.00 | 0.00 | 18.72 | 05/11/16 |
| | -154.34 | 168-Escr Advance Repay | 07/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 04/21/16 | 19.86 | 173-Payments | 07/01/15 | 19.86 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 19.86 | 04/13/16 |
| 04/19/16 | 509.02 | 173-Payments | 07/01/15 | 509.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 509.02 | 04/19/16 |
| | 630.28 | 173-Payments | 06/01/15 | 611.56 | 132.13 | 325.09 | 0.00 | 154.34 | 0.00 | 0.00 | 18.72 | 04/05/16 |
| | -154.34 | 168-Escr Advance Repay | 06/01/15 | -154.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 04/08/16 | 69.56 | 173-Payments | 06/01/15 | 69.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 69.56 | 04/08/16 |
| 04/05/16 | 138.00 | 745-SHERIFF'S FEES | | 138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 138.00 | 0 | |
| | 138.00 | 745-SHERIFF'S FEES | | 138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 138.00 | 0 | |
| | -303.99 | 745-BK PAST DUE ESC | | -303.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -303.99 | 0 | |
| | -59.98 | 745-BK PAST DUE ESC | | -59.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -59.98 | 0 | |
| | -455.31 | 745-BK PAST DUE ESC | | -455.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -455.31 | 0 | |
| | 3,721.17 | 745-BK PAST DUE ESC | | 3,721.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,721.17 | 0 | |
| | 225.00 | 745-POSTPNMNT FEE FO | | 225.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 225.00 | 0 | |
| | 325.00 | 745-ADVERTIZE/PUBLIS | | 325.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 325.00 | 0 | |
| | -288.56 | 745- | | -288.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -288.56 | 0 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | -19.76 | ADVERTIZE/PUBLIS 745-ADVERTIZE/PUBLIS | | -19.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -19.76 | 0 | |
| | -15.32 | 745-ADVERTIZE/PUBLIS | | -15.32 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.32 | 0 | |
| | 325.00 | 745-ADVERTIZE/PUBLIS | | 325.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 325.00 | 0 | |
| | -138.00 | 745-SHERIFF'S FEES | | -138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -138.00 | 0 | |
| | 138.00 | 745-SHERIFF'S FEES | | 138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 138.00 | 0 | |
| | -138.00 | 745-SHERIFF'S FEES | | -138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -138.00 | 0 | |
| | 138.00 | 745-SHERIFF'S FEES | | 138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 138.00 | 0 | |
| | 3.00 | 745-INSPECTION-OCCUP | | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.00 | 0 | |
| | 15.00 | 745-INSPECTION-OCCUP | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 15.00 | 745-INSPECTION-OCCUP | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 15.00 | 745-INSPECTION-OCCUP | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 15.00 | 745-INSPECTION-OCCUP | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 15.00 | 745-INSPECTION-OCCUP | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 15.00 | 745-INSPECTION-OCCUP | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 15.00 | 745-INSPECTION-OCCUP | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 15.00 | 745-INSPECTION-OCCUP | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 15.00 | 745-INSPECTION-OCCUP | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0 | |
| | 575.00 | 745-ATTORNEY/TRUSTEE | | 575.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 575.00 | 0 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 04/04/16 | -872.88 | 312-County Tax Disb | 04/04/16 | -872.88 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 2,743.32 | 170-Individual Deposit | 04/04/16 | 2,743.32 | 419.70 | 2,323.62 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | 7,609.02 | 161-Escrow Advance | 04/04/16 | 7,609.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| 03/30/16 | -872.88 | 210-ESC Escrow Disbursement | | -872.88 | 0.00 | 0.00 | 0.00 | -872.88 | 0.00 | 0.00 | | 03/30/16 |
| 03/11/16 | 17.76 | 154-INS Insurance Only Regional | | 17.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17.76 | | |
| | 439.46 | 154-INS Insurance Only Regional | | 439.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 439.46 | | |
| 03/10/16 | 611.56 | 118-Payment:Unapplied Funds | 05/01/16 | 611.56 | 140.70 | 316.52 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 05/01/16 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 03/06/16 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 02/10/16 | 185.63 | 154-INS Insurance Only Regional | | 185.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 185.63 | | |
| | 271.59 | 154-INS Insurance Only Regional | | 271.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 271.59 | | |
| 02/09/16 | 611.56 | 118-Payment:Unapplied Funds | 04/01/16 | 611.56 | 139.90 | 317.32 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 04/01/16 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted] for All Dates

ditech a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 02/04/16 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 01/14/16 | 314.37 | 154-INS Insurance Only Regional | | 314.37 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 314.37 | | |
| | 142.85 | 154-INS Insurance Only Regional | | 142.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 142.85 | | |
| 01/13/16 | 611.56 | 118-Payment:Unapplied Funds | 03/01/16 | 611.56 | 139.10 | 318.12 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 03/01/16 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 01/09/16 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 12/07/15 | 611.56 | 118-Payment:Unapplied Funds | 02/01/16 | 611.56 | 138.31 | 318.91 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 02/01/16 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 12/04/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| | 288.56 | 154-INS Insurance Only Regional | | 288.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 288.56 | | 12/04/15 |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted] for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11/18/15 | 19.76 | 154-INS Insurance Only Regional | | 19.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 19.76 | | 11/09/15 |
| 11/11/15 | 276.68 | 154-INS Insurance Only Regional | | 276.68 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 276.68 | | |
| | 180.54 | 154-INS Insurance Only Regional | | 180.54 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 180.54 | | |
| 11/10/15 | 611.56 | 118-Payment:Unapplied Funds | 01/01/16 | 611.56 | 137.52 | 319.70 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 01/01/16 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 11/05/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 10/13/15 | -860.22 | 210-ESC Escrow Disbursement | | -860.22 | 0.00 | 0.00 | 0.00 | -860.22 | 0.00 | 0.00 | | 10/13/15 |
| 10/12/15 | 143.29 | 154-INS Insurance Only Regional | | 143.29 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 143.29 | | |
| | 286.61 | 154-INS Insurance Only Regional | | 286.61 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 286.61 | | |
| | 27.32 | 154-INS Insurance Only Regional | | 27.32 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.32 | | |
| 10/09/15 | 611.56 | 118-Payment:Unapplied Funds | 12/01/15 | 611.56 | 136.74 | 320.48 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 12/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |

)7/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted] for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/05/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 09/08/15 | 611.56 | 118-Payment:Unapplied Funds | 11/01/15 | 611.56 | 135.96 | 321.26 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 11/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 09/04/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 08/13/15 | 104.46 | 154-INS Insurance Only Regional | | 104.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 104.46 | | |
| | 352.76 | 154-INS Insurance Only Regional | | 352.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 352.76 | | |
| 08/12/15 | 611.56 | 118-Payment:Unapplied Funds | 10/01/15 | 611.56 | 135.18 | 322.04 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 10/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 08/09/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 07/15/15 | -1,837.00 | 210-ESC Escrow Disbursement | | -1,837.00 | 0.00 | 0.00 | 0.00 | -1,837.00 | 0.00 | 0.00 | | 07/15/15 |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07/09/15 | 257.69 | 154-INS Insurance Only Regional | | 257.69 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 257.69 | | |
| | 199.53 | 154-INS Insurance Only Regional | | 199.53 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 199.53 | | |
| 07/08/15 | 611.56 | 118-Payment:Unapplied Funds | 09/01/15 | 611.56 | 134.41 | 322.81 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 09/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 07/05/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 06/18/15 | 15.32 | 154-INS Insurance Only Regional | | 15.32 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.32 | | 06/11/15 |
| 06/09/15 | 611.56 | 118-Payment:Unapplied Funds | 08/01/15 | 611.56 | 133.65 | 323.57 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 08/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 06/04/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| | 303.99 | 154-INS Insurance Only Regional | | 303.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 303.99 | | 06/04/15 |
| 05/08/15 | 186.29 | 154-INS Insurance Only Regional | | 186.29 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 186.29 | | |
| | 255.97 | 154-INS Insurance | | 255.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 255.97 | | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted] for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 14.96 | Only Regional 154-INS Insurance Only Regional | | 14.96 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 14.96 | | |
| 05/07/15 | 611.56 | 118-Payment:Unapplied Funds | 07/01/15 | 611.56 | 132.89 | 324.33 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 07/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 05/04/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 04/07/15 | 611.56 | 118-Payment:Unapplied Funds | 06/01/15 | 611.56 | 132.13 | 325.09 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 06/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 611.56 | 118-Payment:Unapplied Funds | 05/01/15 | 611.56 | 131.38 | 325.84 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 05/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 04/06/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 04/02/15 | -860.22 | 210-ESC Escrow Disbursement | | -860.22 | 0.00 | 0.00 | 0.00 | -860.22 | 0.00 | 0.00 | | 04/02/15 |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 03/10/15 | 6.31 | 154-INS Insurance Only Regional | | 6.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.31 | | |
| | 255.97 | 154-INS Insurance Only Regional | | 255.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 255.97 | | |
| | 194.94 | 154-INS Insurance Only Regional | | 194.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 194.94 | | |
| 03/09/15 | 611.56 | 118-Payment:Unapplied Funds | 04/01/15 | 611.56 | 130.63 | 326.59 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 04/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 03/06/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 02/09/15 | 611.56 | 118-Payment:Unapplied Funds | 03/01/15 | 611.56 | 129.88 | 327.34 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 03/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 02/05/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 01/23/15 | 15.96 | 154-INS Insurance Only Regional | | 15.96 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.96 | | |
| | 198.16 | 154-INS Insurance Only Regional | | 198.16 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 198.16 | | |
| | 243.10 | 154-INS Insurance | | 243.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 243.10 | | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Only Regional | | | | | | | | | | |
| 01/15/15 | 611.56 | 118-Payment:Unapplied Funds | 02/01/15 | 611.56 | 129.14 | 328.08 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 02/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 01/11/15 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 12/08/14 | 611.56 | 118-Payment:Unapplied Funds | 01/01/15 | 611.56 | 128.41 | 328.81 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 01/01/15 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 12/04/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 11/12/14 | 202.16 | 154-INS Insurance Only Regional | | 202.16 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 202.16 | | |
| | 255.06 | 154-INS Insurance Only Regional | | 255.06 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 255.06 | | |
| 11/11/14 | 611.56 | 118-Payment:Unapplied Funds | 12/01/14 | 611.56 | 127.68 | 329.54 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 12/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 11/06/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 10/24/14 | -788.86 | 210-ESC Escrow Disbursement | | -788.86 | 0.00 | 0.00 | 0.00 | -788.86 | 0.00 | 0.00 | | 10/24/14 |
| 10/10/14 | 144.09 | 154-INS Insurance Only Regional | | 144.09 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 144.09 | | |
| | 32.67 | 154-INS Insurance Only Regional | | 32.67 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 32.67 | | |
| | 224.97 | 154-INS Insurance Only Regional | | 224.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 224.97 | | |
| | 55.49 | 154-INS Insurance Only Regional | | 55.49 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 55.49 | | |
| 10/09/14 | 611.56 | 118-Payment:Unapplied Funds | 11/01/14 | 611.56 | 126.95 | 330.27 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 11/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/05/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 09/10/14 | 611.56 | 118-Payment:Unapplied Funds | 10/01/14 | 611.56 | 126.23 | 330.99 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 10/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech
a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 09/06/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 08/11/14 | 86.03 | 154-INS Insurance Only Regional | | 86.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 86.03 | | |
| | 257.64 | 154-INS Insurance Only Regional | | 257.64 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 257.64 | | |
| | 113.55 | 154-INS Insurance Only Regional | | 113.55 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 113.55 | | |
| 08/08/14 | 611.56 | 118-Payment:Unapplied Funds | 09/01/14 | 611.56 | 125.51 | 331.71 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 09/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 08/02/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 07/16/14 | -1,545.00 | 210-ESC Escrow Disbursement | | -1,545.00 | 0.00 | 0.00 | 0.00 | -1,545.00 | 0.00 | 0.00 | | 07/16/14 |
| 07/07/14 | 611.56 | 118-Payment:Unapplied Funds | 08/01/14 | 611.56 | 124.79 | 332.43 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 08/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 07/02/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 59.98 | 154-INS Insurance Only Regional | | 59.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.98 | | 07/02/14 |
| 06/30/14 | 17.15 | 103-PMT Regular Payment Cash | | 17.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 06/20/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17.15 | |
| 06/12/14 | 611.56 | 118-Payment:Unapplied Funds | 07/01/14 | 611.56 | 124.08 | 333.14 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 07/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 06/05/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| | 455.31 | 154-INS Insurance Only Regional | | 455.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 455.31 | | 06/05/14 |
| 05/07/14 | 611.56 | 118-Payment:Unapplied Funds | 06/01/14 | 611.56 | 123.37 | 333.85 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 06/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 05/05/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 04/10/14 | -788.86 | 210-ESC Escrow Disbursement | | -788.86 | 0.00 | 0.00 | 0.00 | -788.86 | 0.00 | 0.00 | | 04/10/14 |
| 04/09/14 | 27.97 | 154-INS Insurance | | 27.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.97 | | |

)7/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Only Regional | | | | | | | | | | |
| | 257.64 | 154-INS Insurance Only Regional | | 257.64 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 257.64 | | |
| | 171.61 | 154-INS Insurance Only Regional | | 171.61 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 171.61 | | |
| 04/08/14 | 611.56 | 118-Payment:Unapplied Funds | 05/01/14 | 611.56 | 122.67 | 334.55 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 05/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 04/06/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 03/07/14 | 611.56 | 118-Payment:Unapplied Funds | 04/01/14 | 611.56 | 121.97 | 335.25 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 04/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 03/05/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 02/13/14 | 16.78 | 154-INS Insurance Only Regional | | 16.78 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16.78 | | |
| | 48.32 | 154-INS Insurance Only Regional | | 48.32 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 48.32 | | |
| | 392.12 | 154-INS Insurance Only Regional | | 392.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 392.12 | | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 02/11/14 | 611.56 | 118-Payment:Unapplied Funds | 03/01/14 | 611.56 | 121.28 | 335.94 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 03/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 02/07/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 01/07/14 | 50.23 | 154-INS Insurance Only Regional | | 50.23 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.23 | | |
| | 406.99 | 154-INS Insurance Only Regional | | 406.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 406.99 | | |
| 01/06/14 | 611.56 | 118-Payment:Unapplied Funds | 02/01/14 | 611.56 | 120.59 | 336.63 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 02/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 01/03/14 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 12/26/13 | 138.00 | 711-REV Insurance Disbursement | | 138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 138.00 | | |
| | 138.00 | 711-REV Insurance Disbursement | | 138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 138.00 | | |
| | -138.00 | 211-INS Insurance Disbursement | | -138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -138.00 | | |
| | -138.00 | 211-INS Insurance Disbursement | | -138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -138.00 | | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/10/13 | 59.98 | 154-INS Insurance Only Regional | | 59.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 59.98 | | |
| | 189.83 | 154-INS Insurance Only Regional | | 189.83 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 189.83 | | |
| | 207.41 | 154-INS Insurance Only Regional | | 207.41 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 207.41 | | |
| 12/09/13 | 611.56 | 118-Payment:Unapplied Funds | 01/01/14 | 611.56 | 119.90 | 337.32 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 01/01/14 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 12/05/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 11/08/13 | 611.56 | 118-Payment:Unapplied Funds | 12/01/13 | 611.56 | 119.22 | 338.00 | 0.00 | 154.34 | 0.00 | 0.00 | 0 | |
| | -611.56 | 218-Disbursement: Unapplied Funds | 12/01/13 | -611.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -611.56 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 11/03/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| 10/22/13 | -863.69 | 210-ESC Escrow Disbursement | | -863.69 | 0.00 | 0.00 | 0.00 | -863.69 | 0.00 | 0.00 | | 10/22/13 |
| 10/18/13 | 457.22 | 154-INS Insurance Only Regional | | 457.22 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 457.22 | | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted] for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10/17/13 | 104.28 | 154-INS Insurance Only Regional | | 104.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 104.28 | | |
| | 352.94 | 154-INS Insurance Only Regional | | 352.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 352.94 | | |
| 10/15/13 | 14,173.82 | 111-PMT Regular Payment JE | 11/01/13 | 457.22 | 118.54 | 338.68 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 10/01/13 | 457.22 | 117.86 | 339.36 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 09/01/13 | 457.22 | 117.19 | 340.03 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 08/01/13 | 457.22 | 116.52 | 340.70 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 07/01/13 | 457.22 | 115.86 | 341.36 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 06/01/13 | 457.22 | 115.20 | 342.02 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 05/01/13 | 457.22 | 114.54 | 342.68 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 04/01/13 | 457.22 | 113.89 | 343.33 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 03/01/13 | 457.22 | 113.24 | 343.98 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 02/01/13 | 457.22 | 112.60 | 344.62 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 01/01/13 | 457.22 | 111.96 | 345.26 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 12/01/12 | 457.22 | 111.32 | 345.90 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 11/01/12 | 457.22 | 110.68 | 346.54 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular Payment JE | 10/01/12 | 457.22 | 110.05 | 347.17 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | 111-PMT Regular | 09/01/12 | 457.22 | 109.43 | 347.79 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Payment JE 111-PMT Regular | 08/01/12 | 457.22 | 108.80 | 348.42 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 07/01/12 | 457.22 | 108.18 | 349.04 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 06/01/12 | 457.22 | 107.57 | 349.65 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 05/01/12 | 457.22 | 106.95 | 350.27 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 04/01/12 | 457.22 | 106.35 | 350.87 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 03/01/12 | 457.22 | 105.74 | 351.48 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 02/01/12 | 457.22 | 105.14 | 352.08 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 01/01/12 | 457.22 | 104.54 | 352.68 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 12/01/11 | 457.22 | 103.94 | 353.28 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 11/01/11 | 457.22 | 103.35 | 353.87 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 10/01/11 | 457.22 | 102.76 | 354.46 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 09/01/11 | 457.22 | 102.18 | 355.04 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 08/01/11 | 457.22 | 101.59 | 355.63 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 07/01/11 | 457.22 | 101.02 | 356.20 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 06/01/11 | 457.22 | 100.44 | 356.78 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE 111-PMT Regular | 05/01/11 | 457.22 | 99.87 | 357.35 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/10/13 |
| | | Payment JE | | | | | | | | | | |
| 10/08/13 | 3,721.17 | 140-ESC Escrow Only | | 3,721.17 | 0.00 | 0.00 | 0.00 | 3,721.17 | 0.00 | 0.00 | | 10/08/13 |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Payment Cash | | | | | | | | | | |
| | -3,721.17 | 211-INS Insurance Disbursement | | -3,721.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | | |
| | -10,796.52 | 211-INS Insurance Disbursement | | -10,796.52 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | | |
| | -3,377.30 | 211-INS Insurance Disbursement | | -3,377.30 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | | |
| 10/07/13 | 514.89 | 718-Reversal:Disb Unapplied Funds | 05/01/11 | 514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 10/04/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 514.89 | |
| | -514.89 | 518-Reversal:Pymt Unapplied Funds | 05/01/11 | -514.89 | -99.87 | -357.35 | 0.00 | -57.67 | 0.00 | 0.00 | 0 | 10/04/13 |
| | 514.89 | 718-Reversal:Disb Unapplied Funds | 06/01/11 | 514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 10/04/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 514.89 | |
| | -514.89 | 518-Reversal:Pymt Unapplied Funds | 06/01/11 | -514.89 | -100.44 | -356.78 | 0.00 | -57.67 | 0.00 | 0.00 | 0 | 10/04/13 |
| | -1,104.27 | 500-REV Regular Payment Cash | | -1,104.27 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/02/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -1104.27 | |
| 10/04/13 | 514.89 | 118-Payment:Unapplied Funds | 06/01/11 | 514.89 | 100.44 | 356.78 | 0.00 | 57.67 | 0.00 | 0.00 | 0 | |
| | -514.89 | 218-Disbursement: Unapplied Funds | 06/01/11 | -514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -514.89 | |
| | 514.89 | 118-Payment:Unapplied Funds | 05/01/11 | 514.89 | 99.87 | 357.35 | 0.00 | 57.67 | 0.00 | 0.00 | 0 | |
| | -514.89 | 218-Disbursement: Unapplied Funds | 05/01/11 | -514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -514.89 | |
| | 1,104.27 | 103-PMT Regular Payment Cash | | 1,104.27 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 10/02/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1104.27 | |
| 09/10/13 | 514.89 | 118-Payment:Unapplied Funds | 04/01/11 | 514.89 | 99.30 | 357.92 | 0.00 | 57.67 | 0.00 | 0.00 | 0 | |
| | -514.89 | 218-Disbursement: Unapplied Funds | 04/01/11 | -514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -514.89 | |
| | 514.89 | 118-Payment:Unapplied Funds | 03/01/11 | 514.89 | 98.73 | 358.49 | 0.00 | 57.67 | 0.00 | 0.00 | 0 | |
| | -514.89 | 218-Disbursement: Unapplied Funds | 03/01/11 | -514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -514.89 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 09/07/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| | 272.59 | 103-PMT Regular Payment Cash | | 272.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 09/07/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 272.59 | |
| 08/06/13 | 514.89 | 118-Payment:Unapplied Funds | 02/01/11 | 514.89 | 98.17 | 359.05 | 0.00 | 57.67 | 0.00 | 0.00 | 0 | |
| | -514.89 | 218-Disbursement: Unapplied Funds | 02/01/11 | -514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -514.89 | |
| | 630.28 | 103-PMT Regular Payment Cash | | 630.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 08/03/13 |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 630.28 | |
| | 24.43 | 103-PMT Regular Payment Cash | | 24.43 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 08/03/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24.43 | |
| 07/25/13 | 514.89 | 118-Payment:Unapplied Funds | 01/01/11 | 514.89 | 97.61 | 359.61 | 0.00 | 57.67 | 0.00 | 0.00 | 0 | |
| | -514.89 | 218-Disbursement: Unapplied Funds | 01/01/11 | -514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -514.89 | |
| | 514.89 | 118-Payment:Unapplied Funds | 12/01/10 | 514.89 | 97.06 | 360.16 | 0.00 | 57.67 | 0.00 | 0.00 | 0 | |
| | -514.89 | 218-Disbursement: Unapplied Funds | 12/01/10 | -514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -514.89 | |
| | 1,042.48 | 103-PMT Regular Payment Cash | | 1,042.48 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 07/05/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1042.48 | |
| | 81.16 | 103-PMT Regular Payment Cash | | 81.16 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 07/05/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 81.16 | |
| 07/24/13 | 514.89 | 118-Payment:Unapplied Funds | 11/01/10 | 514.89 | 96.50 | 360.72 | 0.00 | 57.67 | 0.00 | 0.00 | 0 | |
| | -514.89 | 218-Disbursement: Unapplied Funds | 11/01/10 | -514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -514.89 | |
| | 514.89 | 118-Payment:Unapplied | 10/01/10 | 514.89 | 95.95 | 361.27 | 0.00 | 57.67 | 0.00 | 0.00 | 0 | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted], for All Dates

ditech. a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | -514.89 | Funds 218-Disbursement: Unapplied Funds | 10/01/10 | -514.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -514.89 | |
| | 692.51 | 103-PMT Regular Payment Cash | | 692.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 06/14/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 692.51 | |
| 07/10/13 | -1,557.00 | 210-ESC Escrow Disbursement | | -1,557.00 | 0.00 | 0.00 | 0.00 | -1,557.00 | 0.00 | 0.00 | | 07/10/13 |
| 06/10/13 | 477.99 | 100-PMT Regular Payment Cash | | 477.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 05/31/13 |
| | | UAF-Unapplied Funds | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 477.99 | |
| 05/31/13 | -225.00 | 211-INS Insurance Disbursement | | -225.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -225.00 | | |
| | -325.00 | 211-INS Insurance Disbursement | | -325.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -325.00 | | |
| | -325.00 | 211-INS Insurance Disbursement | | -325.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -325.00 | | |
| | -138.00 | 211-INS Insurance Disbursement | | -138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -138.00 | | |
| | -138.00 | 211-INS Insurance Disbursement | | -138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -138.00 | | |
| | -3.00 | 211-INS Insurance Disbursement | | -3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -3.00 | | |
| | -15.00 | 211-INS Insurance Disbursement | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |
| | -15.00 | 211-INS Insurance Disbursement | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |
| | -15.00 | 211-INS Insurance Disbursement | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |
| | -15.00 | 211-INS Insurance | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |

07/31/2018

# UCSe Payment History Report

for GOURLEY JUSTIN, HED Acct [redacted] for All Dates

ditech
a Walter company

| Tran Date | Tran Amt | Code | Due Date | Total | Prin Due | Interest | Ins | Esc | LtChg | Adv | UAF | Back Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | -15.00 | Disbursement 211-INS Insurance Disbursement | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |
| | -15.00 | 211-INS Insurance Disbursement | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |
| | -15.00 | 211-INS Insurance Disbursement | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |
| | -15.00 | 211-INS Insurance Disbursement | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |
| | -15.00 | 211-INS Insurance Disbursement | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |
| | -15.00 | 211-INS Insurance Disbursement | | -15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -15.00 | | |
| | -575.00 | 211-INS Insurance Disbursement | | -575.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -575.00 | | |
| | -6,390.35 | 210-ESC Escrow Disbursement | | -6,390.35 | 0.00 | 0.00 | 0.00 | -6,390.35 | 0.00 | 0.00 | | 05/31/13 |